United States Treaties and Other International Agreements

VOLUME 25

IN THREE PARTS

Part 1

1974

Compiled, edited, indexed, and published by authority of law (1 U.S.C. § 112a) under the direction of the Secretary of State

---

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

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

U.S. GOVERNMENT PRINTING OFFICE
WASHINGTON 1975

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402 Price $17.50 (Buckram)
Stock Number 044-000-01578-1
Cat. No. S9.12:25/Pt. 1

LIST OF DOCUMENTS CONTAINED IN PART 1 OF THIS VOLUME

TIAS		Page
7771	*Netherlands.* Air charter services. Agreement: Signed July 11, 1973	1
7772	*Union of Soviet Socialist Republics.* Establishment of temporary purchasing commission. Agreement: Signed Oct. 18, 1972. And amending agreement: Signed Oct. 3, 1973	6
7773	*Switzerland.* Atomic energy (cooperation for civil uses). Agreement: Signed Nov. 2, 1973	19
7774	*Bangladesh.* Agricultural commodities. Agreement: Signed Dec. 10 and 28, 1973	38
7775	*Belgium.* Consular relations. Convention, with exchange of notes: Signed Sept. 2, 1969	41
7776	*Italy.* Trade (cotton velveteen fabrics). Agreement: Signed Jan. 9, 1974	153
7777	*Bolivia.* Agricultural commodities. Agreement: Signed Dec. 20, 1972. And amending agreements: Signed Nov. 9 and Dec. 28, 1973	156
7778	*Federal Republic of Germany.* Education (financing of exchange programs). Agreement: Signed Jan. 11, 1974	169
7779	*Spain.* Tracking station. Agreement: Signed Jan. 15, 1974	175
7780	*Multilateral.* Atomic energy (application of safeguards pursuant to the non-proliferation treaty). Protocol: Signed Oct. 3, 1972	178
7781	*Colombia.* Agricultural commodities. Agreement: Signed Dec. 11, 1973	180
7782	*Nicaragua.* Trade in cotton textiles. Agreement: Signed Jan. 9 and 18, 1974	183
7783	*Republic of Viet-Nam.* Agricultural commodities. Agreement: Signed Jan. 21, 1974	185
7784	*Republic of Viet-Nam.* Agricultural commodities. Agreement: Signed Jan. 21, 1974	188
7785	*Polish People's Republic.* Trade in cotton textiles. Agreement: Signed Jan. 22, 1974	193
7786	*Multilateral.* International health regulations. Additional regulations amending articles 1, 21, 63 to 71, 92 and appendix 2: Adopted May 23, 1973	197
7787	*Singapore.* Trade in cotton textiles. Agreement: Dated Oct. 30, 1973, and Jan. 29, 1974	203
7788	*Singapore.* Trade in wool and man-made fiber textile products. Agreement: Dated Oct. 30, 1973, and Jan. 29, 1974	208

TIAS		Page
7789	*Afghanistan.* Technical cooperation. Agreement: Signed Nov. 27, 1973, and Jan. 14, 1974	217
7790	*Republic of Viet-Nam.* Agricultural commodities. Agreement: Signed Feb. 8, 1974	220
7791	*Multilateral.* International cooperation in the field of energy. Agreement: Communique issued Feb. 13, 1974	223
7792	*Peru.* Settlement of certain claims. Agreement: Signed Feb. 19, 1974	227
7793	*Afghanistan.* Agricultural commodities. Agreement: Signed Feb. 21, 1973	245
7794	*Sri Lanka.* Agricultural commodities. Agreement: Signed Jan. 18 and Feb. 21, 1974	260
7795	*Finland.* Certificates of airworthiness for imported glider aircraft and aircraft appliances. Agreement: Signed Mar. 7, 1974	262
7796	*Multilateral.* Antarctica (measures in furtherance of principles and objectives of the Antarctic Treaty). Certain recommendations: Adopted Oct. 30, 1970	266
7797	*Singapore.* Surplus property (off-shore sales facility). Agreement: Signed Mar. 4, 1974	279
7798	*Jordan.* Agricultural commodities. Agreement: Signed Mar. 12, 1974	280
7799	*Canada.* Continental radar defense system (closing of certain stations). Agreement: Signed Mar. 22, 1974	283
7800	*Malta.* Trade in cotton textiles. Agreement: Dated Feb. 15, 1974	285
7801	*Bermuda.* Aviation (preclearance for entry into the United States). Agreement: Signed Jan. 15, 1974	288
7802	*Republic of Viet-Nam.* Agricultural commodities. Agreement: Signed Feb. 28, 1974	293
7803	*Iran.* Military mission. Agreement: Dated Feb. 7 and Mar. 6, 1974	295
7804	*Federal Republic of Germany.* Air charter services. Agreement: Signed Mar. 12, 1974	298
7805	*Portugal.* Trade in cotton textiles. Agreement: Signed Mar. 21, 1974	302
7806	*New Zealand.* Scientific and technical cooperation. Agreement: Signed Feb. 27, 1974	304
7807	*Bangladesh.* Agricultural commodities. Agreement: Signed Mar. 23 and 25, 1974	307
7808	*Multilateral.* Protection of producers of phonograms against unauthorized duplication of their phonograms. Convention: Done Oct. 29, 1971	309
7809	*Multilateral.* International coffee agreement: Approved Apr. 14, 1973	379
7810	*Multilateral.* General agreement on tariffs and trade. Ninth procès-verbal extending 1959 declaration on provisional accession of Tunisia: Done Nov. 7, 1973	616
7811	*Republic of Viet-Nam.* Agricultural commodities. Agreement: Signed Apr. 3, 1974	623

TIAS		Page
7812	*Colombia.* Agricultural commodities. Agreement: Signed Apr. 22, 1974	627
7813	*Bangladesh.* Agricultural commodities. Agreement: Signed Apr. 17 and 19, 1974	630
7814	*Philippines.* Use of Veterans Memorial Hospital (grants-in-aid for medical care and treatment of veterans and rehabilitation of the hospital plant). Agreement: Signed Apr. 4, 1974	632
7815	*France.* Air charter services. Agreement: Signed Mar. 26 and 29, 1974	641
7816	*Bahamas.* Aviation (preclearance for entry into the United States). Agreement: Signed Apr. 23, 1974	646
7817	*Multilateral.* Single convention on narcotic drugs, 1961 (addition of difenoxin to schedule I and amendment of schedule III). Notification: Dated Mar. 22, 1974	651
7818	*Canada.* Reciprocal fishing privileges. Agreements: Signed Apr. 24 and May 8, 1974	653
7819	*Socialist Federal Republic of Yugoslavia.* Nonscheduled air services. Agreement, with protocol: Signed Sept. 27, 1973	659
7820	*Yemen Arab Republic.* Economic, technical and related assistance. Agreement: Signed Apr. 20, 1974; with related letter	715
7821	*Republic of China.* Trade in textiles. Agreement: Signed Apr. 11, 1974. And letter: Signed Apr. 10, 1974	720
7822	*Philippines.* Agricultural commodities. Agreement: Signed Apr. 30, 1974	723
7823	*Japan.* Whaling (international observer scheme). Agreement: Signed Apr. 23, 1974	732
7824	*Canada.* Air transport services. Agreement: Signed May 8, 1974; with related notes	748
7825	*Canada.* Aviation (preclearance). Agreement: Signed May 8, 1974	763
7826	*Canada.* Nonscheduled air services. Agreement: Signed May 8, 1974; with exchanges of notes	787
7827	*Sudan.* Agricultural commodities. Agreement: Signed May 8, 1974	844
7828	*Egypt.* Trade in cotton textiles. Agreement: Signed May 10, 1974	850
7829	*Multilateral.* Atomic energy (application of safeguards pursuant to the non-proliferation treaty). Protocol: Signed June 19, 1973	853
7830	*Multilateral.* Space research project. Agreement: Dated Oct. 17, 18 and 19, 1973. With memorandum of understanding: Signed Oct. 12, 15 and 16, 1973	856
7831	*India.* Finance (Public Law 480 and other funds). Agreement: Signed Feb. 18, 1974	866
7832	*United Kingdom.* Air charter services. Agreement: Signed Mar. 29, 1974; with related letter	905
7833	*Multilateral.* Atomic energy (application of safeguards pursuant to the non-proliferation treaty). Protocol: Signed May 16, 1974	910

TIAS		Page
7834	*Republic of China.* Atomic energy (cooperation for civil uses). Agreement: Signed Mar. 15, 1974	913
7835	*Guinea.* Agricultural commodities. Agreement: Signed May 8, 1974. And amending agreement: Dated May 24, 1974	917
7836	*Multilateral.* Food and Agriculture Organization. Amendments to articles V and XIV of the constitution: Adopted Nov. 16 and 26, 1973	928
7837	*Canada.* Telecommunications (promotion of safety on the Great Lakes by means of radio). Agreement: Signed Feb. 26, 1973. With exchange of notes: Signed May 6, 1974	935
7838	*Paraguay.* Extradition. Treaty: Signed May 24, 1973	967
7839	*Multilateral.* General agreement on tariffs and trade. Declaration on provisional accession of Philippines: Done Aug. 9, 1973	993
7840	*Multilateral.* International trade in textiles. Arrangement: Done Dec. 20, 1973	1001
7841	*Spain.* Atomic energy (cooperation for civil uses). Agreement: Signed Mar. 20, 1974; with related note	1063
7842	*Republic of Korea.* Atomic energy (cooperation for civil uses). Agreement: Signed May 15, 1974	1102
7843	*Japan.* Tracking station (Kwajalein Island). Agreement: Dated Mar. 27, 1974	1120

NETHERLANDS

Air Charter Services

Agreement effected by exchange of notes
Signed at The Hague July 11, 1973;
Entered into force provisionally July 11, 1973;
Entered into force definitively January 21, 1974.

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

EMBASSY OF THE UNITED STATES OF AMERICA

No. 42 THE HAGUE, *July 11, 1973.*

EXCELLENCY:

I have the honor to refer to discussions between delegations of the United States of America and the Kingdom of The Netherlands which took place at The Hague on February 5 and 6, 1973 with regard to procedures for implementing and enforcing the rules adopted for new advance charters.

It is my understanding that the delegations agreed on February 6 to refer to their respective Governments a Memorandum of Understanding initialed in The Hague as a result of the discussions, the text of which, incorporating the agreed amendments, is enclosed as an annex to this Note.

I have the honor to inform Your Excellency that the United States Government agrees to the provisions of the enclosed Memorandum of Understanding and to propose that, if the Government of the Kingdom of The Netherlands also agrees thereto, this Note, together with the Memorandum of Understanding, and your reply to that effect shall constitute an agreement between our two Governments to be provisionally applied as from the date of Your Excellency's Note in reply and to enter formally into force on the date of receipt by the Government of the United States of a notification from the Netherlands Government that the approval constitutionally required in the Kingdom of The Netherlands has been obtained.[1]

---

[1] Jan. 21, 1974. [Footnote added by the Department of State.]

It is understood that the provisions of this agreement shall, with respect to the Kingdom of The Netherlands, apply to the territory in Europe only. It is further understood that the duration of this agreement and the conditions of termination thereof shall conform to the terms set forth in the Memorandum of Understanding.

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

CHARLES R. TANGUY

Charles R. Tanguy
Chargé d'Affaires ad interim

Enclosure:
Memorandum of Understanding

His Excellency
MAX VAN DER STOEL,
Minister of Foreign Affairs,
The Hague.

Memorandum of Understanding

Representatives of the Government of the United States of America and the Government of the Kingdom of The Netherlands have discussed the conditions governing Travel Group Charter (TGC) flights and Advance Booking Charter (ABC) flights between the United States and the Kingdom of The Netherlands (the European part only), and have concluded that each country's rule formulation contains a number of important elements specifically related to the dissimilar marketing conditions, internal legal situation and enforcement structure of each country. In other respects the major aspects of the ABC and TGC rules are nearly identical, and the rules are decidedly "advance charter" rules in the transatlantic connotation of the term.

With regard to the major elements related to the dissimilar marketing conditions, internal legal situation, and enforcement structure of each country, it appeared to be impossible for organizers or carriers of either country to achieve simultaneous conformity with the rules of both countries on particular flights. Accordingly, the practical solution for the time being which will best serve the public interest in the operation of "advance charters—TGC/ABCs", particularly in the transatlantic market, will be that traffic conforming with the advance charter rules of the country of origin of the traffic should be accepted as charterworthy by the other country.

This Memorandum sets forth the agreed regulatory procedures to give effect to this concept, as well as particular actions each will undertake, for the period ending December 31, 1975. This understanding may be terminated at the end of any calendar year, provided at least three months' prior notice has been given, or at such time as this understanding may be superseded by a general agreement on non-scheduled air services (including "advance charter" TGCs/ABCs).[1] This understanding may also be terminated immediately upon notice to the other party at such time as there may be no agreement in force on fares and rates on scheduled air services between the United States and The Netherlands or at such time as either party terminates or abandons the advance charter regulation which was the basis for its entry into this understanding.

As agreed procedures for mutual implementation and enforcement of "advance charter" regulations, the regulatory authorities of each party shall:

(1) Without prejudice to otherwise authorized charter operations, accept as charterworthy advance charter transatlantic traffic (A) originated in the territory of the other party and operated pursuant to the "advance charter" (TGC or ABC) [2] rules of that party, and (B) originated outside the territory of either party and operated pursuant to "advance charter" rules which the party to whose territory the charter flight is operated has recognized.

(2) Not require the routine filing with them of passenger lists and other documents for charter flights (A) originated in the territory of the other party and operated pursuant to the "advance charter" rules of that party, and (B) originated outside the territory of either party and operated pursuant to "advance charter" rules which the party to whose territory the charter flight is operated has recognized.

(3) On request of the regulatory authorities of the other party, transmit passenger lists and other appropriate documents to the regulatory authorities of that party to facilitate the conduct by such authorities of preflight spot checks of flights operated pursuant to the transmitting party's "advance charter" rules, especially if on such flights groups of differing character are included, and also in the case of open-jaw flights.

(4) Transmit to the regulatory authorities of the other party, for appropriate enforcement of the latter's rules, evidence obtained of

[1] It is contemplated that such agreement will also deal with the operation of inclusive tour charters. In the meantime, this Memorandum will not preclude the authorization of on- and off-route ITCs by either of the parties.

[2] TGC means those rules of the United States embodied in Part 372A of the Special Regulations of the United States Civil Aeronautics Board, and any amendments thereto. ABC means those rules of the Netherlands embodied in the Decree of the Minister of Transport, Water Control and Public Works of 27 March 1973, No. JUR/L 21516, Civil Aviation Department, and any amendments thereto.

possible rule violations on flights operated pursuant to the "advance charter" rules of that party.

(5) Conduct spot checks, from time to time, and post flight reviews of "advance charter" flights operated pursuant to their rules, take appropriate action when violations are observed, and regulate within the limits of their respective laws and regulations the conduct of charter organizers operating on their territory.

(6) Require the filing of tariffs, and enforce conformity to tariff rules, on all flights operated in accordance with TGC or ABC rules.

(7) Consult with the appropriate authorities of the other party about uneconomical, unreasonable, or unjustly discriminatory charter rates charged or proposed to be charged for services conducted pursuant to this understanding and, in the event of no resolution by consultation, may take appropriate action to prevent the inauguration or continuation of uneconomical, unreasonable, or unjustly discriminatory rates.

(8) Stand ready to modify their "advance charter" rules should it become necessary in order to prevent undue diversion from the scheduled air services of each between their territories.

(9) Accord liberal treatment to applications for "advance charter" flights by the carriers of the other party under TGC or ABC rules.

(10) Strive for commonality of rules for "advance charter" traffic in order to facilitate the conclusion of bilateral agreements on non-scheduled air services.

(11) Accept as charterworthy any bona fide "prior affinity" charter traffic conforming to the rules of both parties.

(12) Immediately take the administrative measures necessary under their own laws to authorize for the duration of this agreement and of any arrangement which may supersede it the operation of flights which originate in the territory of the other party and conform to its advance charter rules.

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

MINISTERIE VAN BUITENLANDSE ZAKEN [1]

Treaties Department
DVE/VV-147165

THE HAGUE, *11 July 1973.*

SIR,

I have the honour to acknowledge receipt of your Note of 11 July 1973, with attached Memorandum of Understanding, which reads as follows:

[1] In translation reads: "Ministry of Foreign Affairs." [Footnote added by the Department of State.]

"I have the honour to refer to discussions between delegations of the United States of America and the Kingdom of The Netherlands which took place at The Hague on February 5 and 6, 1973 with regard to procedures for implementing and enforcing the rules adopted for new advance charters.

It is my understanding that the delegations agreed on February 6 to refer to their respective Governments a Memorandum of Understanding initialed in The Hague as a result of the discussions, the text of which, incorporating the agreed amendments, is enclosed as an annex to this Note.

I have the honour to inform Your Excellency that the United States Government agrees to the provisions of the enclosed Memorandum of Understanding and to propose that, if the Government of the Kingdom of The Netherlands also agrees thereto, this Note, together with the Memorandum of Understanding, and your reply to that effect shall constitute an agreement between our two Governments to be provisionally applied as from the date of Your Excellency's Note in reply and to enter formally into force on the date of receipt by the Government of the United States of a notification from the Netherlands Government that the approval constitutionally required in the Kingdom of the Netherlands has been obtained.

It is understood that the provisions of this agreement shall, with respect to the Kingdom of The Netherlands, apply to the territory in Europe only. It is further understood that the duration of this agreement and the conditions of termination thereof shall conform to the terms set forth in the Memorandum of Understanding."

I have the honour to inform you that the Government of the Kingdom of The Netherlands agrees to the terms of the Memorandum of Understanding and also agrees that your Note, together with the Memorandum of Understanding and this reply, shall constitute an agreement between our two Governments which shall be provisionally applied as from the date of this Note and shall enter into force as stated in your Note.

I have the honour, furthermore, to request that, through your good offices, the United States Government take note of the view of the Netherlands Government that a satisfactory practice should be followed with regard to the operation of on- and off-route inclusive tour charters in both directions.

Please accept, Sir, the assurance of my high consideration.

MAX VAN DER STOEL

Mr. CH. R. TANGUY
Chargé d'Affaires a. i.
of the United States of America
at The Hague

UNION OF SOVIET SOCIALIST REPUBLICS

Establishment of Temporary Purchasing Commission

Agreement effected by exchange of letters
Signed at Washington October 18, 1972;
Entered into force October 18, 1972.
And amending agreement
Effected by exchange of letters
Signed at Moscow October 3, 1973;
Entered into force October 3, 1973.

The Secretary of Commerce to the Soviet Minister of Foreign Trade

THE SECRETARY OF COMMERCE
WASHINGTON, D.C. 20230

OCTOBER 18, 1972

DEAR MR. MINISTER:

This is in response to your request pursuant to Article 6 of the Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Regarding Trade [1] for information on policies and procedures applicable to foreign trade organizations and nationals of the Union of Soviet Socialist Republics seeking to establish business facilities in the United States for the conduct of commercial activities, and with respect to assistance that might be given by the Government of the United States of America in that regard to such organizations and persons.

From our many discussions, I am satisfied that both sides accept the principle of expansion of business facilities in each other's country as an adjunct for substantially expanded trade.

Both sides have reasons that may, in some cases, make it necessary not to honor all requests for expanded facilities and new organizations. However, we are both committed to expanding such facilities.

---

[1] Signed at Washington Oct. 18, 1972. *Department of State Bulletin*, Nov. 20, 1972, p. 595.

Where there is a clear need established for such added facilities, I will assure you that the Government of the United States will sympathetically consider such requests.

As I have told you, I believe it is important that we select examples of certain kinds of organizations and facilities that are likely to be needed in the future in order to expand trade and commerce substantially.

As one example, we recognize that certain very large projects may require from time to time purchasing organizations in the United States to coordinate such activities on those projects. We believe the Kama River Purchasing Commission is a good example of our mutual desire to improve trade between our two countries and to provide necessary facilities and organizations to achieve that objective. Thus, I am pleased to tell you the terms set out in the attachment for the Temporary Purchasing Commission for the procurement of equipment for the Kama River Truck Plant are acceptable.

As another example, the Government of the United States of America recognizes the need for the Union of Soviet Socialist Republics to stimulate more exports to the United States, and will cooperate to promote such exports where appropriate. Accordingly, if in the next few months the Soviet Government submits a request that demonstrates a clear need for a particular export facility or organization to stimulate Soviet exports to the United States, we will view such a request sympathetically.

Sincerely yours,

PETER G. PETERSON

Peter G. Peterson

Attachment:
As stated.

Mr. N. S. PATOLICHEV
Minister of Foreign Trade
of the Union of Soviet
Socialist Republics

Attachment

With respect to the request on the part of the Government of the Union of Soviet Socialist Republics for approval of a Temporary Purchasing Commission for the Kama River Truck Complex, the Government of the United States of America understands the following:

1. The Temporary Purchasing Commission would be created with the purpose of:

a) Furnishing assistance for the placement of equipment orders for the construction of the Kama River Truck Complex in the Union of Soviet Socialist Republics.

b) Supervising on behalf of the Soviet Ministry of Foreign Trade preparation and shipment of equipment purchased from United States companies and training of Soviet experts for the Kama River Truck Complex.

c) Assisting United States companies in negotiations and fulfillment of contracts with Soviet foreign trade organizations, and assisting United States experts sent to the Union of Soviet Socialist Republics as technical consultants and coordinators of equipment assembly in connection with the Kama River Truck Complex.

2. The Temporary Purchasing Commission would be established provisionally for a period of one year, and could be renewed, by mutual agreement, for as many as three additional periods of one year each. The Temporary Purchasing Commission would be responsible to the Soviet Ministry of Foreign Trade and the Trade Representative of the Union of Soviet Socialist Republics in the United States.

3. The personnel of the Temporary Purchasing Commission would consist of a Chairman and no more than 15 additional persons, including technical assistants and staff.

4. The location of the Commission would be New York City. The specific location of the premises proposed to be occupied by the Temporary Purchasing Commission would be subject to prior agreement with the Government of the United States.

5. Permission to travel to and within the United States would be governed by existing laws and regulations.

The Soviet Minister of Foreign Trade to the Secretary of Commerce

Вашингтон, 18 октября 1972 года

Уважаемый господин Министр,

Я имею честь подтвердить получение Вашего письма от сего числа с приложением следующего содержания:

"Уважаемый господин Министр,

Настоящее является ответом на Вашу просьбу, вытекающую из статьи 6 Соглашения между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о торговле, относительно информации, касающейся политики и процедур, применимых к внешнеторговым организациям и гражданам Союза Советских Социалистических Республик, желающим учредить представительства в Соединенных Штатах для осуществления коммерческой деятельности, а также в отношении помощи, которая могла бы быть предоставлена Правительством Соединенных Штатов Америки в этом отношении таким организациям и лицам.

В результате наших многочисленных бесед я с удовлетворением отмечаю, что обе стороны придерживаются принципа расширения представительств фирм одной страны в другой стране, как дополнительного средства для значительного расширения торговли.

У обеих сторон имеются причины, по которым в некоторых случаях может возникнуть необходимость не удовлетворять все просьбы о расширении представительств и создании новых орга-

низаций. Однако мы оба взяли на себя обязательство расширять такие представительства.

В тех случаях, когда установлена явная потребность в таких дополнительных представительствах, я заверяю Вас, что Правительство Соединенных Штатов Америки будет благожелательно рассматривать такие просьбы.

Как я Вам говорил, я считаю важным, чтобы мы выбрали для примера определенные виды организаций и представительств, которые вероятнее всего потребуются в будущем для значительного расширения торговли.

В качестве одного из примеров мы признаем, что некоторые очень крупные проекты могут требовать время от времени создания закупочных организаций в Соединенных Штатах для координации такой деятельности по этим проектам. Мы считаем, что Камская Закупочная Комиссия является хорошим примером нашего взаимного желания улучшать торговлю между нашими двумя странами и обеспечивать создание необходимых представительств и организаций для достижения этой цели. Так, я имею удовольствие сообщить Вам, что условия, изложенные в приложении относительно Временной Закупочной Комиссии для закупок оборудования для Камского завода грузовых автомобилей, являются приемлемыми.

В качестве другого примера Правительство Соединенных Штатов Америки признает необходимость для Союза Советских Социалистических Республик стимулировать экспорт в США, и в соответствующих случаях будет содействовать поощрению развития такого экспорта. Соответственно, если в ближайшие несколько месяцев Советское Правительство обратится с просьбой, в которой будет выражена в ясной форме потребность в конкретном представительстве или организации для стимулирования советского экспорта в Соединенные Штаты, мы будем рассматривать такую просьбу благожелательно.

Примите, господин министр, уверения в моем высоком к Вам уважении.

Искренне Ваш,
Питер Г.Питерсон

Приложение
Господину Н.С.Патоличеву
Министру внешней торговли СССР"

Имею честь далее сообщить Вам, что я принимаю к сведению содержание вышеприведенного письма и приложения.

Примите, господин Министр, уверения в моем высоком к Вам уважении.

Искренне Ваш,

Н. Патоличев

Господину Питеру Г.Питерсону
Министру торговли Соединенных
Штатов Америки

43-377 O - 75 - 2

ПРИЛОЖЕНИЕ

В отношении просьбы со стороны Правительства Союза Советских Социалистических Республик об одобрении Временной Закупочной Комиссии для Камского комплекса по производству грузовых автомобилей, Правительство Соединенных Штатов Америки понимает нижеследующее:

I. Временная Закупочная Комиссия будет создана для целей:

а) оказания помощи в размещении заказов на оборудование для строительства Камского комплекса по производству грузовых автомобилей в Союзе Советских Социалистических Республик;

б) наблюдения от имени Министерства внешней торговли СССР за подготовкой и отгрузкой оборудования, закупленного у фирм Соединенных Штатов, и за обучением советских специалистов для Камского комплекса по производству грузовых автомобилей;

в) помощи фирмам Соединенных Штатов в проведении переговоров и выполнении контрактов, заключенных с советскими внешнеторговыми организациями, и помощи специалистам Соединенных Штатов, направляемым в Союз Советских Социалистических Республик в качестве технических консультантов и для согласования вопросов, связанных со сборкой оборудования для Камского комплекса по производству грузовых автомобилей.

2. Временная Закупочная Комиссия будет учреждена временно на период в один год, и может быть возобновлена, по взаимному согласию, на три дополнительных периода каждый в один год. Временная Закупочная Комиссия будет находиться

в подчинении Министерства внешней торговли СССР и Торгового Представительства Союза Советских Социалистических Республик в Соединенных Штатах.

3. Персонал Временной Закупочной Комиссии будет состоять из Председателя и не более I5 дополнительных лиц, включая технических сотрудников.

4. Местом нахождения Комиссии будет город Нью-Йорк. Конкретное место нахождения помещений, в которых предполагается размещение Временной Закупочной Комиссии будет предварительно согласовываться с Правительством Соединенных Штатов.

5. Выдача разрешений на въезд в Соединенные Штаты и на передвижение по их территории будет регулироваться действующими законами и правилами.

Translation

WASHINGTON, D.C., *October 18, 1972*

DEAR MR. SECRETARY:

I have the honor to acknowledge the receipt of your letter of this date, which reads as follows:

[For the English language text, see p. 6.]

I have the further honor to inform you that I have taken cognizance of the above letter and attachment.

Sincerely yours,

N. PATOLICHEV

N. Patolichev

The Honorable PETER G. PETERSON,
Secretary of Commerce,
United States Department of Commerce.

[AMENDING AGREEMENT]

The Secretary of the Treasury to the Soviet Minister of Foreign Trade

OCTOBER 3, 1973

DEAR MR. MINISTER:

I have the honor to refer to your letter of June 24, 1973 [1] in which you requested the continuation of the work of the temporary Kama Purchasing Commission, and to my reply of August 9, 1973. [1]

I am pleased to inform you that the United States hereby agrees to the following changes in the terms for the establishment of the Kama Purchasing Commission as set forth in the attachment [2] to the letter of Secretary Peterson to you dated October 18, 1972:

(1) The term of the Temporary Purchasing Commission is extended for the additional period of one year, that is, until October 18, 1974;

[1] Not printed.
[2] See p. 7.

(2) The Temporary Purchasing Commission shall be authorized to concern itself with both the Kama River Truck Complex and the chemical production complex dealt with in the Agreement which the Occidental Petroleum Corporation signed in Moscow on April 12, 1973; and

(3) The authorized number of personnel of the Temporary Purchasing Commission is increased to 21 persons at the present time, including technical personnel. This number may be changed by mutual agreement.

I should be most grateful if you will confirm your agreement with these arrangements.

Sincerely yours,

GEORGE P. SHULTZ

George P. Shultz

His Excellency
N. S. PATOLICHEV
Minister of Foreign Trade
Moscow

The Soviet Minister of Foreign Trade to the Secretary of Commerce

Москва, 3 октября 1973 года

Уважаемый господин Министр,

Подтверждаю получение Вашего письма от сего числа нижеследующего содержания:

"Уважаемый господин Министр,

Я имею честь сослаться на Ваше письмо от 24 июня 1973 года, в котором Вы просили продлить работу Временной Закупочной Комиссии для Камского автозавода, и мой ответ от 9 августа 1973 года.

Я рад сообщить Вам, что Соединенные Штаты настоящим соглашаются на следующие изменения в условиях создания Закупочной Комиссии для Камского автозавода, изложенных в приложении к письму Министра Питерсона к Вам от 18 октября 1972 года.

1. Срок деятельности Временной Закупочной Комиссии продлевается на дополнительный период 1 год, то есть до 18 октября 1974 года.

2. Временная Закупочная Комиссия будет уполномочена заниматься вопросами автомобильного комплекса на Каме и химического производственного комплекса, предусмотренного в Соглашении, которое фирма "Оксидентал Петролеум Корпорейшн" подписала в Москве 12 апреля 1973 года.

3. Обусловленное число сотрудников Временной Закупочной Комиссии увеличивается в настоящее время до 21 человека, включая технический персонал. Это число сотрудников может изменяться по взаимной договоренности.

Я был бы признателен, если Вы подтвердите Ваше согласие с вышеизложенным.

Искренне Ваш,
Джордж П.Шульц"

Имею честь подтвердить согласие с вышеизложенным.

Примите, господин Министр, уверения в моем высоком к Вам уважении.

Н. Патоличев

Господину Джорджу П.Шульцу,
Министру финансов США

Москва

Translation

Moscow, *October 3, 1973*

Dear Mr. Secretary:

I acknowledge the receipt of your letter of this date, reading as follows:

[For the English language text, see p. 14.]

I have the honor to confirm agreement with the above.

Accept, Mr. Secretary, the assurances of my high consideration.

N. Patolichev

Mr. George P. Shultz,
Secretary of the
Treasury of the U.S.A.

SWITZERLAND

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of December 30, 1965.
Signed at Washington November 2, 1973;
Entered into force January 29, 1974.

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

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

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of Switzerland Concerning Civil Uses of Atomic Energy, signed at Washington on December 30, 1965 [1] (hereinafter referred to as the "Agreement for Cooperation"),

Agree as follows:

[1] TIAS 6059; 17 UST 1004.

ARTICLE I

Article VII of the Agreement for Cooperation is amended to read as follows:

"A. Subject to the availability of capacity in Commission facilities for uranium enrichment and within the quantity authorized in Article VII Ter for transfer, contracts with the Government of Switzerland, or with authorized persons under its jurisdiction, may be entered into by the Commission as herein set forth for the production or enrichment of uranium enriched in the isotope U-235 for use as fuel in power applications undertaken within Switzerland. It is understood by the Parties that, at such times as the Government of Switzerland, or such authorized persons, have requirements for such services and are prepared to execute firm contracts which set forth the agreed delivery schedules and other terms and conditions of supply, the Government of Switzerland or such authorized persons will have access on an equitable basis with other purchasers of such services to uranium enrichment capacity then available in Commission facilities and not already allocated.

"B. Additionally, upon request by the Government of Switzerland or authorized persons under its jurisdiction, the Commission may, at its option and under terms and conditions as may be agreed, sell uranium enriched in the isotope U-235 in such amounts as are within the quantity authorized in Article VII Ter for

transfer for use as fuel in power applications undertaken within Switzerland.

"C. Under such terms and conditions as may be agreed, the Commission may transfer (including, inter alia, supply through enrichment services contracts) to the Government of Switzerland, or authorized persons under its jurisdiction, uranium enriched in the isotope U-235 for use as fuel in reactor experiments and in reactors other than those covered under paragraphs A and B of this Article, including reactors for research, materials testing, experimental, scientific and industrial uses.

"D. Special nuclear material other than uranium enriched in the isotope U-235 may be transferred to the Government of Switzerland, or to authorized persons under its jurisdiction, for use as fuel in reactors and reactor experiments, provided that the Commission may transfer quantities of such material only to the extent that they fall within an authorized ceiling therefor set forth in Article VII Ter for transfer and that the terms and conditions of each such transfer shall be agreed upon in advance."

ARTICLE II

The Agreement for Cooperation is amended by adding after Article VII the following new Article:

"Article VII Bis

"A. The enriched uranium supplied under this Agreement may contain up to twenty percent (20%) in the isotope U-235. A portion of the uranium enriched in the isotope U-235 so supplied may be made available as material containing more than twenty percent (20%) in the isotope U-235 when there is a technical or economic justification for such a transfer.

"B. Subject to the provisions of Article VII Ter, the quantity of uranium enriched in the isotope U-235 transferred under Article VI or Article VII to the Government of Switzerland or to authorized persons under its jurisdiction for purposes authorized in this Agreement may include such amounts as are mutually agreed are necessary for the accomplishment of such purposes, including the fueling of reactors or reactor experiments in Switzerland and their efficient and continuous operation.

"C. When any special nuclear material received from the United States of America requires reprocessing, or any irradiated fuel elements containing fuel material received from the United States of America are to be removed from a reactor and are to be altered in form or content, such reprocessing or alteration shall be performed in facilities acceptable to both Parties upon a joint determination that the provisions of Article X may be effectively applied.

"D. Special nuclear material produced as a result of irradiation processes in any part of the fuel that may be leased by the Commission under this Agreement, or may have been leased under the superseded Agreement, shall be for the account of the lessee and, after reprocessing as provided in paragraph C of this Article, title to such produced material shall be in the lessee unless the Commission and the lessee otherwise agree.

"E. No special nuclear material produced through the use of material transferred to the Government of Switzerland or to authorized persons under its jurisdiction, pursuant to this Agreement or the superseded Agreement, will be transferred to the jurisdiction of any other nation or group of nations, except as the Commission may agree to such a transfer.

"F. Some atomic energy materials which may be provided in accordance with this Agreement, or which may have been provided under the superseded Agreement, are harmful to persons and property unless handled and used carefully. After delivery of such materials, the Government of Switzerland shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any special nuclear

material or fuel elements which the Commission may, pursuant to this Agreement, lease to the Government of Switzerland or to any person under its jurisdiction, or may have leased purusant to the superseded Agreement, the Government of Switzerland shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease and the possession and use of such special nuclear material or fuel elements after delivery by the Commission to the Government of Switzerland or to any person under its jurisdiction."

ARTICLE III

The Agreement for Cooperation is amended by adding after new Article VII Bis the following new Article:

"Article VII Ter

"The separative work required to produce the uranium enriched in the isotope U-235 transferred under this Agreement, or the superseded Agreement, from the United States of America to Switzerland for power applications shall not exceed that necessary to support the fuel cycles of reactors having a total installed capacity of ten thousand (10,000) megawatts (electric)."

ARTICLE IV

Article IX of the Agreement for Cooperation is amended to read as follows:

"A. The Government of Switzerland guarantees that:

(1) Safeguards provided in Article X shall be maintained.

(2) No material, including equipment and devices, transferred to the Government of Switzerland or authorized persons under its jurisdiction by purchase or otherwise pursuant to this Agreement or the superseded Agreement, and no special nuclear material produced through the use of such material, equipment and devices will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose.

(3) No material, including equipment and devices, transferred to the Government of Switzerland or authorized persons under its jurisdiction pursuant to this Agreement or the superseded Agreement will be transferred to unauthorized persons or beyond the jurisdiction of the Government of Switzerland except as the Commission may agree to such a transfer to the jurisdiction of another nation or group of nations, and then only if, in the opinion of

the Commission, the transfer of the material is within the scope of an Agreement for Cooperation between the Government of the United States of America and the other nation or group of nations.

"B. The Government of the United States of America guarantees that no equipment or devices transferred to the Government of the United States of America or authorized persons under its jurisdiction pursuant to this Agreement or the superseded Agreement will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose."

ARTICLE V

A. Paragraph A of Article X of the Agreement for Cooperation is amended to read as follows:

"The Government of the United States of America and the Government of Switzerland emphasize their common interest in assuring that any material, equipment or devices made available to the Government of Switzerland or any person under its jurisdiction pursuant to this Agreement or the superseded Agreement shall be used solely for civil purposes."

B. Paragraph B(3) of Article X of the Agreement for Cooperation is amended to read as follows:

43-377 O - 75 - 3

"To require the deposit in storage facilities designated by the United States Commission of any of the special nuclear material referred to in subparagraph B(2) of this Article which is not currently utilized for civil purposes in Switzerland and which is not transferred pursuant to Article VII Bis, paragraph E or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties."

ARTICLE VI

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

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

DONE at Washington in duplicate, in the English and French languages, both equally authentic, this second day of November, 1973.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[2]

[3]

FOR THE GOVERNMENT OF SWITZERLAND:

[4]

[1] Jan. 29, 1974.
[2] Walter J. Stoessel Jr.
[3] Dixy Lee Ray
[4] F. Schnyder

AMENDEMENT A L'ACCORD DE COOPERATION ENTRE
LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
ET LE GOUVERNEMENT SUISSE
POUR L'UTILISATION DE L'ENERGIE ATOMIQUE
A DES FINS PACIFIQUES

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement suisse,

Désirant amender l'Accord de coopération entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement suisse pour l'utilisation de l'énergie atomique à des fins pacifiques, signé à Washington le 30 décembre 1965 (ci-après: l'Accord de coopération),

Conviennent de ce qui suit:

ARTICLE PREMIER

L'article VII de l'Accord de coopération est amendé de la manière suivante:

"A. Dans la mesure des posibilités existant dans ses établissements pour l'enrichissement de l'uranium et compte tenu des quantités qui peuvent être cédées selon l'article VII ter, la Commission peut conclure, avec le Gouvernement suisse ou avec des personnes habilitées relevant de son autorité, des contrats concernant la production ou l'enrichissement d'uranium enrichi de l'isotope U-235 pour alimenter la production d'énergie en Suisse, comme il est convenu ci-après. Il est entendu par les Parties que, lorsque le Gouvernement suisse ou ces personnes habilitées désirent obtenir de tels services et qu'ils sont prêts à conclure des contrats fermes fixant les délais de livraison convenus ainsi que d'autres termes et conditions concernant la livraison, le Gouvernement suisse ou ces personnes habilitées peuvent bénéficier avec d'autres acquéreurs des services en question, sur une base équitable, des possibilités d'enrichissement d'uranium disponibles dans les établissements de la Commission et qui n'ont pas déjà été alloués.

"B. En outre, à la demande du Gouvernement suisse ou de personnes habilitées relevant de son autorité, la Commission peut, à son gré et aux termes et conditions à convenir, vendre de l'uranium enrichi de l'isotope U-235 dans la limite des quantités qui peuvent être cédées selon l'article VII ter pour alimenter la production d'énergie en Suisse.

"C. Aux termes et conditions à convenir, la Commission peut céder au Gouvernement suisse ou à des personnes habilitées relevant de son autorité de l'uranium enrichi de l'isotope U-235 pour alimenter des installations d'expérimentation de réacteurs, ainsi que des réacteurs autres que ceux visés aux lettres A et B du présent article, y compris l'alimentation de réacteurs de recherches et d'essais des matériaux et de réacteurs utilisés à des fins expérimentales, scientifiques et industrielles. La cession prévue à cette disposition inclut notamment les fournitures prévues par des contrats concernant l'enrichissement d'uranium.

"D. Des matières nucléaires spéciales autres que l'uranium enrichi de l'isotope U-235 peuvent être cédées au Gouvernement suisse ou à des personnes habilitées relevant de son autorité pour l'alimentation de réacteurs et d'installations d'expérimentation de réacteurs; toutefois, la Commission ne peut céder ces matières que dans la mesure où les quantités transférées entrent dans les limites d'un plafond autorisé prévu à cet effet à l'article VII ter et pour autant que les termes et conditions de chaque transfert soient convenus d'avance."

ARTICLE II

L'Accord de coopération est amendé par l'adjonction du nouvel article suivant après l'article VII:

"Article VII bis

"A. L'uranium enrichi cédé aux termes du présent Accord peut contenir jusqu'à vingt pour cent (20%) de l'isotope U-235. Une partie de l'uranium enrichi de l'isotope U-235 cédé ainsi peut être fournie sous forme de matière contenant plus de vingt pour cent (20%) de l'isotope U-235, si pareille remise se justifie du point de vue technique ou économique.

"B. Sous réserve des dispositions de l'article VII ter, la quantité d'uranium enrichi de l'isotope U-235 cédée, selon l'article VI ou l'article VII, au Gouvernement suisse ou à des personnes habilitées relevant de son autorité pour des fins autorisées par le présent Accord peut inclure les quantités dont les Parties conviennent qu'elles sont nécessaires à la réalisation de ces fins, y compris l'alimentation de réacteurs et d'installations d'expérimentation de réacteurs en Suisse et leur fonctionnement efficace et continu.

"C. Lorsque des matières nucléaires spéciales reçues des Etats-Unis d'Amérique doivent être soumises à un retraitement ou que des éléments combustibles irradiés contenant des matières combustibles reçues des Etats-Unis d'Amérique doivent être retirés d'un réacteur et subir une modification de leur forme ou de leur contenu, ce retraitement ou cette modification se fera dans des établissements agréés par les deux Parties après qu'elles auront constaté que les dispositions de l'article X peuvent être effectivement appliquées.

"D. Les matières nucléaires spéciales produites, par suite d'irradiation, dans toute partie de combustible qui peut être louée par la Commission selon le présent Accord ou qui peut avoir été louée selon l'ancien Accord, figureront au compte du preneur; lorsqu'elles auront été retraitées conformément à la lettre C du présent article, le titre de propriété des matières ainsi produites appartiendra au preneur, à moins que la Commission et le preneur n'en décident autrement.

"E. Les matières nucléaires spéciales résultant de l'emploi de matière cédée, selon le présent ou l'ancien Accord, au Gouvernement suisse ou à des personnes habilitées relevant de son autorité ne seront pas cédées à un pays tiers ou à un groupe de pays, à moins que la Commission n'y consente.

"F. Certaines des matières atomiques qui peuvent être fournies conformément au présent Accord ou qui peuvent avoir été fournies selon l'ancien Accord sont dangereuses pour les personnes et les biens si elles ne sont pas manipulées et utilisées avec précaution. Après livraison de ces matières, le Gouvernement suisse assumera toute responsabilité, dans la mesure où le Gouvernement des Etats-Unis d'Amérique est concerné, pour ce qui a trait à la sécurité lors de la manipulation et de l'emploi de ces matières. Pour toute matière nucléaire spéciale ou tout élément combustible que la Commission peut louer, selon le présent Accord, au Gouvernement suisse ou à toute personne relevant de son autorité ou peut avoir loué

selon l'ancien Accord, le Gouvernement suisse dédommagera le Gouvernement des Etats-Unis d'Amérique et l'exonérera de toute responsabilité (y compris de la responsabilité à l'égard des tiers) pour tout fait découlant de la production ou de la fabrication, de la propriété, de la location, de la possession et de l'emploi de ces matières nucléaires spéciales ou éléments combustibles après leur livraison par la Commission au Gouvernement suisse ou à toute personne relevant de son autorité."

ARTICLE III

L'Accord de coopération est amendé par l'adjonction du nouvel article suivant après l'article VII bis:

"Article VII ter

"Le travail de séparation, qui est requis pour produire l'uranium enrichi de l'isotope U-235 cédé, selon le présent ou l'ancien Accord, par les Etats-Unis d'Amérique à la Suisse pour la production d'énergie, ne dépassera pas ce qui est nécessaire pour soutenir les cycles de combustible de réacteurs ayant une capacité installée totale de dix mille (10.000) megawatts (électricité)."

ARTICLE IV

L'article IX de l'Accord de coopération est amendé de la manière suivante:

"A. Le gouvernement suisse garantit:

1. Que les mesures de contrôle prévues à l'article X seront maintenues;

2. Que les matières, y compris l'équipement et les appareils, vendues ou cédées de toute autre manière, selon le présent ou l'ancien Accord, au Gouvernement suisse ou à des personnes habilitées relevant de son autorité, de même que les matières nucléaires spéciales résultant de l'emploi de ces matières, équipements et appareils, ne seront pas utilisées pour des armes atomiques ou à des fins de recherche ou de développement d'armes atomiques ou à d'autres fins militaires;

3. Que les matières, y compris l'équipement et les appareils, cédées, selon le présent ou l'ancien Accord, au Gouvernement suisse ou à des personnes habilitées relevant de son autorité ne seront pas transmises à des personnes non habilitées ou ne relevant pas de l'autorité du Gouvernement suisse. La Commission peut toutefois autoriser de tels transferts à un pays tiers ou à un groupe de pays si, de l'avis de la Commission, le transfert de ces matières entre dans les prévisions d'un Accord de coopération entre le Gouvernement des Etats-Unis d'Amérique et le pays tiers ou le groupe de pays en question.

"B. Le Gouvernement des Etats-Unis d'Amérique garantit que l'équipement et les appareils cédés, selon le présent ou l'ancien Accord, au Gouvernement des Etats-Unis d'Amérique ou à des personnes habilitées relevant de son autorité ne seront pas utilisés pour des armes atomiques ou à des fins de recherche ou de développement d'armes atomiques ou à d'autres fins militaires."

ARTICLE V

A. La lettre A de l'article X de l'Accord de coopération est amendé de la manière suivante:

"Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement suisse soulignent leur intérêt commun à assurer que les matières, équipements et appareils mis à la disposition du Gouvernement suisse ou de toute personne relevant de son autorité, selon le présent ou l'ancien Accord, ne seront utilisés qu'à des fins civiles."

B. La lettre B, chiffre 3, de l'article X de l'accord de coopération est amendé de la manière suivante:

"Le droit de demander le dépôt des matières nucléaires spéciales mentionnées sous lettre B, chiffre 2, du présent article dans des entrepôts désignés par la Commission des Etats-Unis, à moins que ces matières ne soient couramment utilisées à des fins civiles en Suisse ou qu'elles n'aient été cédées conformément à l'article VII bis, lettre E ou encore que les Parties n'en aient disposé autrement d'un commun accord."

ARTICLE VI

Le présent amendement entrera en vigueur le jour où chacun des Gouvernements aura avisé l'autre, moyennant notification écrite, qu'il s'est conformé à toutes les prescriptions légales et constitutionnelles relatives à l'entrée en vigueur de cet amendement et restera en vigueur pendant la durée de l'Accord de Coopération.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet, ont signé le présent amendement.

FAIT à Washington, en double exemplaire, en anglais et en français, les deux versions faisant également foi, le deuxième jour de novembre 1973.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE.

POUR LE GOUVERNEMENT DE LA CONFEDERATION SUISSE.

BANGLADESH

Agricultural Commodities

Agreement amending the agreement of August 6, 1973, as amended.
Effected by exchange of notes
Signed at Dacca December 10 and 28, 1973;
Entered into force December 28, 1973.

The American Chargé d'Affaires ad interim to the Bangladesh Secretary, Planning Commission

EMBASSY OF THE
UNITED STATES OF AMERICA

Dacca, December 10, 1973

Dear Mr. Secretary

I have the honor to refer to the PL 480, Title I Agriculture Sales Agreement signed by representatives of our two Governments on August 6, 1973, as amended, [1] and to propose that the Agreement be further amended as follows.

In the Commodity Table—Part II—Item I—under the appropriate columns Insert "Soybean/cottonseed oil, 1974, 10,000, $4.7,

Under the total export market value delete "$32.4" and insert "$37.1",

In the usual marketing table—Part II—Item III—under the appropriate columns Insert "Edible vegetable oil and/or oil bearing seeds (oil equivalent basis), 1974, none", and

In the export limitations provisions—Part II—Item IV(B)—delete "period" at end of paragraph and insert "semicolon" and add the following· "for soybean/cottonseed oil—all edible vegetable oils, including peanut oil, soybean oil, cottonseed oil, sunflower oil, rapeseed oil, and any other edible oil or oil bearing seeds from which these products are produced."

All other terms and conditions of the August 6, 1973 agreement, as amended, remain the same.

---

[1] TIAS 7711, 7715, 7756, 24 UST 1985, 2017, 2313.

I propose that this note and your reply concurring therein will constitute an agreement between our two Governments effective on the date of your note in reply

Please accept the renewed assurances of my highest consideration.

DANIEL O. NEWBERRY

Mr. M. SYEDUZZAMAN
Secretary
Planning Commission
Government of Bangladesh
Dacca

The Bangladesh Joint Secretary, Planning Commission, to the American Chargé d'Affaires ad interim

[1]

BANGLADESH SECRETARIAT

Dr. Ashraf-uz-Zaman
Joint Secretary
Dy Chairman
Bangladesh Planning Commission

D.-O. No. 645/ERD(III)/USA(COM)-22/73 *Dated, the 28th December, 1973*

Dear Mr. Newberry,

I have the honour to acknowledge receipt of your note of December 10, 1973 which reads as follows

"In the Commodity Table—Part II—Item I—under the appropriate columns Insert "Soyabean/cottonseed oil, 1974, 10,000, $4.7,

Under the total export market value delete "$32.4" and insert "$37.1",

In the usual marketing table—Part II—Item III—under the appropriate columns Insert "Edible vegetable oil and/or oil bearing seeds (oil equivalent basis), 1974, none", and

In the export limitations provisions—Part II—Item IV(B)—delete "period" at end of paragraph and insert "semicolon" and add the following "for soyabean/cottonseed oil—all edible vegetable oils, including peanut oil, soyabean oil, cottonseed oil, sunflower oil, rapeseed oil,

[1] In translation reads "Government People's Republic of Bangladesh"

and any other edible oil or oil bearing seeds from which these products are produced."

All other terms and conditions of the August 6, 1973 agreement, as amended, remain the same."

The foregoing amendment is acceptable to the Government of Bangladesh and we cocur that this constitutes an agreement between our two governments to enter into force on the date of this note.

Please accept the renewed assurances of my highest consideration.

Yours sincerely,

ASHRAF-UZ-ZAMAN

(Ashraf-uz-Zaman)
Joint Secretary

Mr. DANIEL O. NEWBERRY
Charge d'Affaires ad interim
Embassy of the United States of America in Bangladesh.
Adamjee Court, Motijheel, Dacca-2.

BELGIUM

Consular Relations

Convention, with exchanges of notes, signed at Washington September 2, 1969,
Ratification advised by the Senate of the United States of America November 10, 1969;
Ratified by the President of the United States of America December 2, 1969;
Ratified by Belgium August 8, 1973,
Ratifications exchanged at Brussels December 6, 1973,
Proclaimed by the President of the United States of America January 22, 1974;
Entered into force January 5, 1974.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Consular Convention between the United States of America and the Kingdom of Belgium, together with two related exchanges of notes, was signed at Washington on September 2, 1969, the texts of which, in the English, French and Dutch languages, are hereto annexed,

The Senate of the United States of America by its resolution of November 10, 1969, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the Convention, together with the related notes,

The Convention, together with the related notes, was duly ratified by the President of the United States of America on December 2, 1969, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of the Kingdom of Belgium,

It is provided in Article 48 of the Convention that the Convention shall enter into force on the thirtieth day after the date of the exchange of the instruments of ratification; and it is considered that the two related exchanges of notes are an integral part thereof,

The instruments of ratification were duly exchanged at Brussels on December 6, 1973, and accordingly the Convention, together with the related notes, entered into force on January 5, 1974,

NOW, THEREFORE, be it known that I, Richard Nixon, President of the United States of America, proclaim and make public the said Convention, together with the two related exchanges of notes, to the end that it shall be observed and fulfilled with good faith on and after January 5, 1974 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this twenty-second day of January in the year of our Lord one thousand nine hundred seventy-
[SEAL] four and of the Independence of the United States of America the one hundred ninety-eighth.

RICHARD NIXON

By the President
HENRY A. KISSINGER
Secretary of State

CONSULAR CONVENTION BETWEEN
THE UNITED STATES OF AMERICA
AND THE KINGDOM OF BELGIUM

The President of the United States of America and His Majesty the King of the Belgians,

Being desirous of determining the conditions for admitting consular officers to their respective territories and of establishing their reciprocal rights, immunities, and privileges and defining their functions,

Desiring thus to facilitate the protection of nationals of each High Contracting Party in the territories of the other,

Have agreed to conclude for that purpose a Consular Convention and have designated as their Plenipotentiaries:

The President of the United States of America:

William P Rogers, Secretary of State of the United States of America, and

His Majesty the King of the Belgians·

Baron Scheyven, Ambassador Extraordinary and Plenipotentiary of Belgium,

Who have agreed as follows:

43-377 O - 75 - 4

Title I - Application and Definitions

Article 1

The territories of the High Contracting Parties to which the provisions of this Convention apply shall be understood to comprise all areas of land or water subject to the sovereignty or authority of either High Contracting Party, except the Panama Canal Zone.

Article 2

As used in this Convention.

(a) the term "sending state" means the High Contracting Party by whom the consular officer is appointed,

(b) the term "receiving state" means the High Contracting Party within whose territory the consular officer performs the functions of his office and includes the states, provinces, municipalities, or other local subdivisions of which it is composed,

(c) the term "consular officer" means any person duly appointed and authorized to exercise consular functions in the receiving state as consul general, consul, vice consul, or consular agent;

(d) the term "consular employee" means an individual who, after the notification stipulated in Article 5, performs administrative or technical tasks in a consulate of the sending state,

(e) the term "consulate" means any consular establishment, whether a consulate general, consulate, vice consulate, or a consular agency;

(f) the term "consular archives" means the papers, documents, correspondence, books, films, tapes and registers of the consulate together with the ciphers and codes, the card-indexes, and any article of furniture intended for their protection or safekeeping;

(g) the term "consular district" means the territory in the receiving state within whose limits a consular officer exercises his functions,

(h) the term "vessel", as used in Title VI of the present Convention, means any ship or craft registered under the laws of the sending state, including those owned by the sending state, with the exception of warships.

Title II - Establishment of Consulates

Article 3

(1) The sending state may establish and maintain consulates at any locations agreeable to the receiving state.

(2) The limits of the consular districts shall be fixed by agreement between the sending and receiving states.

Article 4

(1) The diplomatic mission of the sending state shall notify the receiving state of the appointment or assignment of an individual as a consular officer. The document of appointment or assignment shall define the consular district.

(2) The receiving state shall issue to the head of the consulate and to other consular officers assigned thereto, as

soon as possible and free of charge an exequatur or other authorization. This document shall define the consular district.

(3) As soon as the exequatur or other authorization has been received, a consular officer shall be admitted to the exercise of his functions and shall be entitled to the benefits and be subject to the obligations of this Convention. Pending the issuance of the exequatur or other authorization, the receiving state may agree to admit him provisionally to the exercise of his functions.

(4) The exequatur or other authorization may not be refused or withdrawn except for good cause, the reasons for which need not be communicated to the sending state.

Article 5

(1) The receiving state shall be notified of the assignment of any consular employee to a consulate and shall be kept informed of his home address in the receiving state.

(2) The receiving state may refuse or, at any time, cease to recognize an individual as a consular employee. In such event the sending state shall, as the case may be, either recall the individual concerned or terminate his functions at the consulate.

Article 6

The sending state may, with the consent of the receiving state, designate one or more members of its diplomatic mission accredited to the receiving state to perform consular functions in addition to diplomatic functions. Such a designation must be

made in conformity with the provisions of this Convention. Individuals so designated shall be entitled to the benefits and be subject to the obligations of this Convention, without prejudice to such privileges and immunities to which they may be entitled by virtue of being members of the diplomatic mission of the sending state.

Title III - General Rights, Immunities and Privileges

Article 7

(1) A consular officer shall be entitled to the respect and high consideration of the authorities of the receiving state with whom he comes in contact in the performance of his functions.

(2) The receiving state shall take all appropriate steps to ensure the protection of consulates and residences of consular officers.

Article 8

(1) A consular officer or consular employee shall not be amenable to the jurisdiction of the judicial or administrative authorities of the receiving state in respect of acts performed in the exercise of consular functions, except as provided in paragraph (4) of Article 32.

(2) A consular officer or consular employee shall be exempt in the receiving state from arrest or prosecution except when he has been charged with the commission of an offense under the laws of the receiving state which, upon conviction, would subject the

individual guilty thereof to a sentence of imprisonment of at least one year

(3) The provisions of paragraph (1) of this Article shall not apply in respect of a civil action either:

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

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

(4) The sending state and its consular officers and consular employees shall comply with any requirement imposed by the laws and regulations of the receiving state with respect to insurance against third party risks arising from the use of any vehicle, vessel or aircraft.

(5) The authorities of the receiving state shall notify without delay the diplomatic mission of the sending state whenever a consular officer or consular employee has been arrested or detained.

Article 9

(1) A consular officer or consular employee shall, upon the request of the administrative or judicial authorities of the receiving state, appear in court for the purpose of giving

testimony The administrative or judicial authorities requiring such testimony shall take all reasonable steps to avoid interference with the performance of his consular functions and wherever possible arrange for the taking of such testimony, orally or in writing, at the consulate or residence of the consular officer or consular employee.

(2) A consular officer or consular employee shall have the right to refuse a request from the administrative or judicial authorities of the receiving state to produce any documents or articles from the consular archives or to give testimony relating to matters connected with the exercise of consular functions Such a request, however, shall be complied with in the interests of justice if it is possible to do so without prejudicing the interests of the sending state

Article 10

The sending state may waive, with regard to a consular officer or consular employee, any of the privileges and immunities provided for in this Convention. The waiver shall be express and shall be communicated to the receiving state in writing.

Article 11

(1) Consular archives snall be inviolable, and the authorities of the receiving state shall not, on any pretext, examine or seize the documents or articles of which they are composed.

(2) The archives shall be kept completely separate from the documents and objects having nothing to do with the performance of consular functions.

Article 12

The authorities of the receiving state shall not enter that part of the consular premises which is used exclusively for the work of the consulate except with the consent of the head of the consulate or of his designee or of the head of the diplomatic mission of the sending state. The consent of the head of the consulate may, however, be assumed in case of fire or other disaster requiring prompt protective action.

Article 13

(1) A consular officer or consular employee and members of his family forming part of his household shall be exempt in the receiving state from any requirements with regard to the registration of aliens and the obtaining of permission to reside, and shall not be subject to deportation. Such members of the family of a consular officer or consular employee shall not receive the benefits of this paragraph if they carry on any private gainful occupation in the receiving state.

(2) An appropriate identification document may be issued by the competent authorities of the receiving state to the persons entitled to the benefits of this Article.

(3) The receiving state shall, if required by its laws or regulations, be notified.

(a) of the arrival of consular officers and consular employees after they have been assigned to a consulate, as well as of their final departure from the receiving state or of the termination of their functions in the consulate,

(b) of the arrival in and final departure from the receiving state of members of the family forming part of the household of consular officers and consular employees and, if applicable, of the fact that such an individual joins their household or leaves it,

(c) of the arrival in and final departure from the receiving state of private staff members who are not nationals of that state and are in the sole employ of consular officers and, if necessary, of the fact that they are entering their service or leaving it,

(d) of the hiring and termination of functions in a consulate of consular employees engaged in the receiving state.

Article 14

A consular officer or consular employee shall enjoy exemption from military, naval, air, police, administrative or jury duty of every kind, and from any contribution in lieu thereof.

Article 15

(1) The sending state may:

(a) acquire or possess, in full ownership or under any other form of tenure provided by the laws of the receiving state, land, buildings, parts of buildings, and appurtenances required by the sending state for diplomatic or consular purposes, including residences, or for other similar purposes to which the receiving state does not object,

(b) erect buildings and appurtenances on land which it has acquired under subparagraph (a) of this Article,

(c) convey the land, buildings, parts of buildings and appurtenances so acquired or erected.

(2) The provisions of paragraph (1) of this Article do not exempt the sending state from compliance with the laws of the receiving state, including local building, zoning, or town planning regulations applicable to all land in the area in which such land, buildings, parts of buildings or appurtenances are situated.

Article 16

(1) The coat of arms of the sending state and an inscription designating the consulate may be affixed to the outer enclosure and outer wall of the building housing the consulate, or on or by the entrance door to the consulate.

(2) The flag of the sending state or the consular flag may be flown at the consulate as well as at the residences of consular officers.

(3) The coat of arms and flag of the sending state, as well as its consular flag, may be affixed to or flown on all vehicles and vessels which consular officers use in the performance of their official functions.

Article 17

(1) The sending state shall enjoy an exemption from all military requisitions, contributions or billeting with respect to property forming part of its consulates in the receiving state, including all vehicles, vessels, and aircraft. Immovable property may, however, be seized or taken for purposes of national defense or public utility in accordance with the laws of the receiving state.

(2) A consular officer or consular employee shall enjoy an exemption from all military requisitions, contributions or billeting with respect to his private residence and the furniture and other household articles and all vehicles, vessels, and aircraft held or possessed by him. Such private residence may, however, be seized or taken for purposes of national defense or public utility in accordance with the laws of the receiving state.

(3) In any of the cases referred to in paragraphs (1) and (2) of this Article, every effort shall be made to avoid interference with the performance of consular functions.

(4) The sending state or the consular officer or consular employee shall receive, within a reasonable period of time, due compensation for all such property seized or taken. Compensation shall be payable in a form readily convertible into the currency of and transferable to the sending state, not later than three months from the date on which the amount of compensation has been finally fixed.

Article 18

(1) The receiving state shall permit and protect freedom of communication on the part of the consulate for all official purposes. In communicating with the Government, the diplomatic missions and other consulates, wherever situated, of the sending state, the consulate may employ all appropriate means, including diplomatic couriers and consular couriers, diplomatic and consular pouches and messages in code or cipher

(2) The official correspondence of the consulate, regardless of the means of communication used, and the sealed diplomatic pouch bearing visible external marks of official character, shall be inviolable.

(3) The consular pouch shall be neither opened nor detained. Nevertheless, if the authorities of the receiving state have serious reason to believe that the pouch contains something other than official correspondence, documents or articles intended for official use, they may request that the pouch be opened in their

presence by an authorized representative of the sending state. If this request is refused by the authorities of the sending state, the pouch shall be returned to its place of origin.

Title IV - Financial Privileges

Article 19

The sending state shall be exempt from all taxes or other similar charges of any kind levied or collected by the receiving state for the payment of which the sending state would otherwise be legally liable:

(a) with respect to the acquisition, ownership, occupation, construction, or improvement of land, buildings, parts of buildings or appurtenances used exclusively for diplomatic or consular purposes, including residences for diplomatic agents, members of the administrative or technical staff of the diplomatic mission of the sending state, and consular officers and employees, who are not nationals of or permanently resident in the receiving state and do not carry on any private gainful occupation in the receiving state, other than taxes or other assessments imposed for services or local public improvements by which and to the extent that such property is benefited,

(b) with respect to the acquisition, ownership, possession, or use of all furniture, equipment, supplies, building materials and other articles, including vehicles, vessels and aircraft, which the sending state utilizes for diplomatic or consular purposes.

Article 20

(1) No tax or other similar charge of any kind whatever shall be levied or collected by the receiving state on:

(a) the fees and charges collected in the name of the sending state as remuneration for consular services, or the receipts attesting to the payment of such fees and charges,

(b) the official emoluments, wages, salaries, and allowances received as remuneration for consular functions by consular officers and consular employees.

(2) The sending state or its consular officers or consular employees shall be exempt in the receiving state from all taxes or other similar charges of any kind levied by the receiving state in respect of acts performed by a consular officer or a consular employee in his official capacity and falling within the limits of his consular functions. This exemption shall not apply to taxes or other similar charges in respect of which some other person is legally liable, notwithstanding that the burden of the tax or charge may be passed on to the sending state or on to the consular officer or consular employee.

Article 21

(1) Except as provided in paragraphs (2) and (3) of this Article, a consular officer or consular employee of the sending state shall be exempt in the receiving state from all taxes or other similar charges of any kind whatever imposed by the

receiving state for the payment of which such consular officer or consular employee would be legally liable.

(2) The provisions of paragraph (1) of this Article shall not apply with respect to taxes or other similar charges of any kind for which some other person is legally liable, notwithstanding that the burden of the tax or other similar charge may be passed on to such consular officer or consular employee.

(3) The provisions of paragraph (1) of this Article shall not apply to taxes or other similar charges of any kind whatever levied or collected.

(a) on the acquisition, ownership, mortgaging or occupation by a consular officer or consular employee of real property situated in the receiving state,

(b) on income, other than that referred to in Article 20 (1)(b), derived from sources within the receiving state;

(c) by reason of or incident to the transfer by gift of property,

(d) by reason of or incident to the passing on death of property;

(e) on instruments effecting transactions, such as stamp duties imposed or collected in connection with the transfer of property, or taxes on the transfer of securities,

(f) in connection with the performance of services by any administrative or judicial authority

(4) Notwithstanding the provisions of paragraph (3) of this Article, the movable property belonging to the estate of a deceased consular officer or consular employee and used by him in connection with the performance of his official functions shall be exempt from all estate, inheritance, succession, or similar taxes imposed by the receiving state. Any part of the estate of a deceased consular officer or consular employee which does not exceed in value two times the amount of all official emoluments, salaries, and allowances received by such consular officer or consular employee for the year immediately preceding his death shall be deemed conclusively to constitute property used by him in connection with the performance of his official functions.

Article 22

(1) All furniture, equipment, supplies, building materials and other articles, including vehicles, vessels and aircraft, intended for official use in the receiving state in connection with any diplomatic or consular purposes, including residences, shall, on a basis of strict reciprocity, be permitted entry into the receiving state free of all taxes or duties imposed upon or by reason of importation.

(2) Baggage and effects and other articles, including vehicles, vessels and aircraft, imported into the receiving state by a consular officer or consular employee exclusively for his personal use and the use of members of his family forming part

of his household, shall, on a basis of strict reciprocity, be exempt from all taxes or duties imposed upon or by reason of importation, whether accompanying him to his consulate, either upon first arrival or upon subsequent arrivals, or subsequently consigned to him at his consulate and imported at any time while he is assigned to or employed at such consulate.

(3) It is understood that nothing herein shall be construed to permit the entry into the receiving state of any article the importation of which is specifically prohibited by its laws.

Article 23

The sending state and its consular officers or consular employees shall comply with the formalities prescribed by the authorities of the receiving state regarding the application of the provisions of Title IV

Title V - Consular Functions Generally

Article 24

(1) Consular officers shall be entitled to protect nationals of the sending state and to defend their rights and interests. For this purpose they may, in particular·

(a) apply to the authorities of the receiving state with regard to ensuring that nationals of the sending state enjoy rights accruing to them by treaty or otherwise,

(b) interview, communicate with, and advise any national of the sending state,

43-377 O - 75 - 5

(c) inquire into any incident which has occurred affecting the interests of any such national,

(d) assist nationals of the sending state in their relations with the judicial or administrative authorities of the receiving state, help them in their proceedings before those authorities, arrange for legal assistance for them if the laws of the receiving state so permit and, with the consent of the said authorities, serve as interpreter for such persons or obtain an interpreter

(2) Consular officers may, when authorized by the laws of the sending state, deliver to any beneficiary in the receiving state the allowances or payments due him under the law of the sending state.

Article 25

(1) Nationals of the sending state shall have the right at all times to communicate with the appropriate consular officer and, unless subject to lawful custody, to visit him at his consulate.

(2) Consular officers shall, on the demand of a national of the sending state who has been taken into custody, be notified immediately by the authorities of the receiving state

(3) Consular officers may·

(a) arrange to visit promptly any national of the sending state who has been taken into custody in the receiving state,

(b) converse privately with such national in any language,

(c) arrange for legal representation for such national.

Any written communication between such national and the consular officer shall be transmitted without delay by the authorities of the receiving state.

(4) Consular officers shall be entitled, upon request to the competent prison authorities and in conformity with the penal regulations, to have reasonable access to and opportunity of conversing with a national of the sending state who has been convicted and is serving a prison sentence. Consular officers shall also be entitled, in conformity with the penal regulations, to transmit communications between such national and other persons.

Article 26

Consular officers shall be entitled to·

(a) issue passports and other travel documents to nationals of the sending state and any other person qualified to obtain them;

(b) issue identification documents to nationals of the sending state,

(c) grant any visa or document permitting entry into the sending state,

(d) issue with regard to goods certificates of origin and other necessary documents for use in the sending state;

(e) prepare, attest, receive the acknowledgments of, certify, authenticate, legalize, and in general, take such action as may be

necessary to perfect or to validate any act, document, or instrument of a legal character, as well as copies thereof, including commercial documents, declarations, registrations, testamentary dispositions, and contracts, whenever such services are requested by a national of the sending state for use outside the receiving state or by any person for use in the sending state,

(f) take evidence, on behalf of the courts of the sending state, voluntarily given by any person in the receiving state, and administer oaths to such persons, in accordance with the law of the sending state,

(g) obtain copies of or extracts from documents of public registry

Article 27

Consular officers may translate into the language or languages of one of the High Contracting Parties acts or documents of any character drawn up in the language or languages of the other High Contracting Party and certify to the accuracy of the translation thereof.

Article 28

Consular officers shall be entitled to:

(a) receive any declaration required by the laws of the sending state with regard to nationality;

(b) register the birth or death of a national of the sending state and record a marriage celebrated under the law of the

receiving state when at least one of the parties is a national of the sending state;

(c) serve judicial or extra-judicial documents or take evidence on behalf of the courts of the sending state, in conformity with any special arrangements made in the matter between the High Contracting Parties.

Article 29

Consular officers shall be entitled to issue notices intended for nationals of the sending state and to receive their voluntary declarations with regard to:

(a) compulsory national service,

(b) any other matter relating to the rights, obligations, or interests of such nationals, provided that such notices and declarations are not contrary to the laws of the receiving state.

Article 30

The acts and documents specified in Articles 26 and 27, duly certified by the competent consular officer and bearing the official seal of the consulate, shall be receivable in evidence as officially certified acts and documents and shall have the same force and effect in the receiving state as if they had been drawn up or certified before the competent authorities of the receiving state, provided that the said documents have been drawn up and executed in conformity with the laws of the state where they are to take effect and that, if necessary, they have been subject to

the stamp duty, registration, and all other formalities governing the matter in the state where they are to take effect.

Article 31

If it should come to the attention of the competent authorities of the receiving state that a minor or incapacitated national of the sending state (not permanently resident in the receiving state) is present in the receiving state, and his parents or legal guardian or other representative are not present or able to protect him and defend his legal rights and interests, such authorities shall notify the appropriate consular officer accordingly The consular officer in like circumstances has a similar obligation to inform the competent authorities of the receiving state. In taking the appropriate legal measures for the protection of the person and property of such minor or incapacitated national, the competent authorities of the receiving state may request the assistance and participation of the consular officer

Article 32

(1) In the case of the death of a national of the sending state in the receiving state, without leaving in the receiving state any known heir or testamentary executor, the appropriate local authorities of the receiving state shall as promptly as possible inform the appropriate consular officer of the sending state.

(2) A consular officer of the sending state may, within the discretion of the appropriate judicial authorities and if permissible under then existing applicable local law in the receiving state:

(a) take provisional custody of the personal property left by a deceased national of the sending state, provided that the decedent shall have left in the receiving state no heir or testamentary executor appointed by the decedent to take care of his personal estate; provided that such provisional custody shall be relinquished to a duly appointed administrator;

(b) administer the estate of a deceased national of the sending state who is not a resident of the receiving state at the time of his death, who leaves no testamentary executor, and who leaves in the receiving state no heir, provided that if authorized to administer the estate, the consular officer shall relinquish such administration upon the appointment of another administrator;

(c) represent the interests of a national of the sending state in an estate in the receiving state, provided that such national is not a resident of the receiving state, unless or until such national is otherwise represented: provided, however, that nothing herein shall authorize a consular officer to act as an attorney at law.

(3) Unless prohibited by law, a consular officer may, within the discretion of the court, agency, or person making distribution, receive for transmission to a national of the sending state who is not a resident of the receiving state any money or property to which such national is entitled as a consequence of the death of another person, including shares in an estate, payments made pursuant to workmen's compensation laws, pension and social benefits systems in general, and proceeds of insurance policies. The court, agency, or person making distribution may require, among other things, that the consular officer comply with conditions laid down with regard to (a) presenting a power of attorney or other authorization from such non-resident national, (b) furnishing reasonable evidence of the delivery of such money or property to such national, and (c) returning the money or property in the event he is unable to furnish such evidence.

(4) Whenever a consular officer shall perform the functions referred to in paragraphs (2) and (3) of this Article, he shall be subject, with respect to the exercise of such functions, to the laws of the receiving state and to the jurisdiction of the judicial and administrative authorities of the receiving state.

Article 33

The provisions of this Convention relating to the functions which a consular officer may perform are not exhaustive. A consular officer shall also be permitted to perform other functions,

provided they involve no conflict with the laws of the receiving state, and the authorities of the receiving state have no objection to the exercise of such functions.

Article 34

It is understood that in any case where an Article of this Convention gives a consular officer the right to perform any functions, it is for the sending state to determine the extent its consular officer shall exercise such right.

Title VI - Consular Functions in Maritime Matters

Article 35

(1) Consular officers may assist vessels of the sending state during their stay in the receiving state.

(2) Consular officers may, in the performance of the duties enumerated in this Title, go personally on board the vessel accompanied, if desired, by consular employees on their staff, as soon as the vessel has received pratique. If the consular officers request the assistance of the authorities of the receiving state in any matter concerning the performance of these duties, such assistance shall be given, unless special reasons fully warrant a refusal in a particular case.

(3) The master and members of the crew may communicate with the appropriate consular officer and, subject to the immigration laws of the receiving state, go to the consulate.

Article 36

Consular officers may:

(a) question the master and members of the crew of a vessel of the sending state, examine and certify the vessel's papers, take statements with regard to the vessel's voyage and her destination, and, generally, facilitate the entry, stay in port, and departure of the vessel,

(b) arrange for the engagement and discharge of the master or any member of the crew;

(c) make necessary arrangements for the hospitalization and the repatriation of the master or any member of the crew;

(d) receive, draw up or sign any declaration or any other document prescribed by the laws of the sending state concerning the nationality, ownership and mortgages, conditions, and operation of a vessel of the sending state;

(e) take necessary measures for the maintenance of order and discipline on board the vessel,

(f) take necessary measures in accordance with the shipping laws of the sending state;

(g) give aid and assistance to the master and members of the crew of a vessel of the sending state in any dealings with the courts and authorities of the receiving state. For this purpose, consular officers may make necessary arrangements for legal assistance and interpreting.

Article 37

(1) The authorities of the receiving state may exercise jurisdiction over:

(a) offenses committed on board a vessel of the sending state which are of a serious character or disrupt the tranquillity or the safety of the port or violate the laws of the receiving state regarding security, public health, the admission of aliens, safety of life at sea, customs, and similar matters, or

(b) other offenses committed on board a vessel of the sending state:

(i) by or against a national of the receiving state, or

(ii) by or against any other person, provided he is not the master or a member of the crew; or

(c) any offenses committed on board a vessel of the sending state, at the request of, or with the consent of, the consular officer

(2) When, in the cases specified in paragraph (1) of this Article, the authorities of the receiving state decide to arrest or question a person or to attach property or institute an official inquiry on board a vessel the master or any other officer acting in his name shall be given an opportunity to inform the consular officer and, unless it is impossible owing to urgency of the matter, to give him sufficient advance notice to permit the consular officer to be present. If the consular officer has not

been present or represented, he shall have the right to receive from the authorities of the receiving state, upon his request, full information about the measures taken.

(3) The provisions of this Article shall not affect the routine examinations made by the authorities of the receiving state with regard to security, public health, the admission of aliens, safety of life at sea, and customs, or the detention of the vessel or of any portion of her cargo arising out of civil or commercial proceedings in the courts of the receiving state.

Article 38

(1) Subject to authorization from the master of the vessel, a consular officer shall have the right to visit a vessel of any flag bound for a port of the sending state, in order to procure the necessary information to prepare and execute such documents as may be required by the laws of the sending state as a condition of entry of the vessel into the ports of the sending state, and to furnish the competent authorities of the sending state such information regarding sanitary or other matters as may have been requested by them.

(2) In exercising the rights conferred upon him by this Article, the consular officer shall act with all possible despatch.

Article 39

(1) If a vessel of the sending state is wrecked in the receiving state, or if articles forming part of the cargo of a

wrecked vessel of a third state but belonging to a national of the sending state are found on or near the coast of the receiving state or are taken into a port of the receiving state, the competent authorities of the receiving state shall inform the consular officer to that effect as soon as possible.

(2) The authorities of the receiving state shall take all practicable measures for the protection of the wrecked vessel, the lives of the persons on board, the cargo and other goods on board, and for the prevention and suppression of plunder or disorder on the vessel. These measures shall also extend to articles belonging to the vessel or forming part of her cargo which have become separated from the vessel. When possible, such measures shall be taken in collaboration with the master of the vessel and the consular officer or the person acting on behalf of the latter

(3) When a wrecked vessel of the sending state, or articles belonging to it or forming part of such vessel, are found on or near the coast of the receiving state or are taken to a port of the receiving state, and the master, the owner of the vessel, his agent, or the underwriters are not present or cannot make arrangements for custody or disposal, the appropriate consular officer, acting as representative of the owner of the vessel, shall have authority to make such arrangements as the owner could have made for the same purposes had he been present, in accordance with the laws of the receiving state.

(4) When articles forming part of the cargo of a wrecked vessel (other than a vessel of the receiving state) and belonging to a national of the sending state are found on or near the coast of the receiving state or are taken into a port of the receiving state, and the master of the vessel, the owner of the articles or his agent, or the underwriters are not present or cannot make arrangements for the custody or disposal of such articles, the appropriate consular officer, acting as representative of the owner, shall have authority to make such arrangements as the owner could have made for the same purposes had he been present, in accordance with the laws of the receiving state.

(5) No customs duties (including other duties imposed upon, or by reason of, the importation of the goods into the receiving state) shall be levied by the authorities of the receiving state on the cargo, stores, equipment and fittings, or articles, carried by or forming part of the wrecked vessel, unless they are delivered for use or consumption in the receiving state, but these authorities may, if they think fit, require security for the protection of the revenue in relation to such goods.

(6) No charges (other than customs duties, when they are applicable in accordance with paragraph (5) of this Article) shall be levied by the authorities of the receiving state in connection with the wrecked vessel, any property on board, or her cargo, other than charges of the same kind and amount as would be levied in similar circumstances upon or in connection with vessels of the receiving state.

Article 40

Whenever the master or a member of the crew of a vessel of the sending state dies aboard such vessel while in the receiving state, the master or his substitute shall have the authority, if such deceased is a national of the sending state and there is no testamentary executor or administrator duly authorized in the receiving state, to take custody of the unpaid wages and personal property of the estate which is on the vessel, for return to the sending state for settlement in accordance with its laws.

Title VII - General Provisions

Article 41

Consular officers may further the development of economic, commercial and cultural relations between the sending state and the receiving state.

Article 42

In the performance of their official functions, consular officers may apply to and correspond with the appropriate authorities in their consular districts. They may apply to and correspond with the Department of State or the Ministry of Foreign Affairs, as the case may be, only in the absence of a diplomatic agent of the sending state.

Article 43

In the performance of his official functions, a consular officer may levy the fees and charges prescribed by the sending

state The fees and charges so collected must be freely convertible and transferable in the currency of the sending state.

Article 44

Articles 5, 8(4) and (5), 9(2), 10, 13(3)(a) and (b), 14, 17(2) and (4), 20(1)(b), 21(4), and 45(1) (with the exception of the immunity provided under Article 8(1)), 45(2) and (3) shall be applicable to persons who are employed in the domestic service of a consulate of the sending state.

Article 45

(1) Except in so far as additional facilities, privileges and immunities may be granted by the receiving state, consular officers or consular employees who are nationals of or permanently resident in the receiving state or who carry on any private gainful occupation in the receiving state shall enjoy only the immunities provided by Articles 8(1) and 9(2) of the present Convention.

(2) (a) Members of the families of the persons referred to in paragraph (1) of this Article shall enjoy only the facilities, privileges and immunities granted to them by the receiving state.

(b) Members of the families of consular officers or consular employees who are themselves nationals of or permanently resident in the receiving state shall enjoy only the facilities, privileges and immunities as may be granted to them by the receiving state.

(3) The receiving state shall exercise its jurisdiction over the persons referred to in paragraphs (1) and (2) of this Article in such a way as not to hinder unduly the performance of the functions of the consulate.

(4) Article 7(1) of the present Convention shall be applicable to consular officers who are nationals of or permanently resident in the receiving state or who carry on any private gainful occupation in the receiving state.

Article 46

Any dispute concerning the interpretation or application of the present Convention should be settled by negotiation. Any dispute not settled by negotiation may be referred, at the initiative of either High Contracting Party, to the International Court of Justice for decision, provided:

(a) that neither Party shall submit to the Court any matter falling within the discretion of either Party under the Convention, and

(b) that neither Party may submit a dispute to the Court until all legal remedies relating thereto have been exhausted in the territory of the other Party

Article 47

The present Convention shall replace and terminate the Convention between the United States of America and Belgium concerning the Rights, Privileges and Immunities of Consular Officers signed at Washington on March 9, 1880 [1]

[1] TS 29, 21 Stat. 776.

43-377 O - 75 - 6

Article 48

1 This Convention shall be ratified and the instruments of ratification shall be exchanged at Brussels. The Convention shall enter into force on the thirtieth day after the date of the exchange of the instruments of ratification.

2. The Convention shall remain in force until the expiration of six months from the date on which either High Contracting Party informs the other of its intention to terminate it.

CONVENTION CONSULAIRE ENTRE
LES ETATS-UNIS D'AMERIQUE
ET LE ROYAUME DE BELGIQUE

Le Président des Etats-Unis d'Amérique et Sa Majesté le Roi des Belges,

Désirant déterminer les conditions d'admission des fonctionnaires consulaires dans leurs territoires respectifs, de même que leurs droits, immunités et privilèges réciproques et définir leurs attributions,

Désirant ainsi faciliter la protection des ressortissants de chacune des Hautes Parties Contractantes dans les territoires de l'autre,

Sont convenus de conclure, à cet effet, une Convention Consulaire et ont désigné pour leurs Plénipotentiaires:

Le Président des Etats-Unis d'Amérique:

William P Rogers, Secrétaire d'Etat des Etats-Unis d'Amérique, et

Sa Majesté le Roi des Belges.

Baron Scheyven, Ambassadeur Extraordinaire et Plénipotentiaire de Belgique,

Lesquels sont convenus de ce qui suit:

Titre I - Application et définitions

Article 1

Il faut entendre par territoires des Hautes Parties contractantes auxquels s'appliquent les dispositions de la présente Convention toutes les étendues de terre ou d'eau soumises à la souveraineté ou à l'autorite de chacune des Hautes Parties contractantes, à l'exception de la zone du canal de Panama.

Article 2

Dans la présente Convention, il faut entendre:

(a) par "Etat d'envoi", la Haute Partie contractante qui nomme le fonctionnaire consulaire,

(b) par "Etat de résidence", la Haute Partie contractante sur le territoire de laquelle le fonctionnaire consulaire exerce les fonctions requises par sa charge, ce terme comprend également les Etats, les provinces, les municipalités ou les autres subdivisions locales de cette Haute Partie contractante,

(c) par "fonctionnaire consulaire", toute personne dûment nommee pour exercer des fonctions consulaires dans l'Etat de résidence en qualite de consul genéral, de consul, de vice-consul ou d'agent consulaire et autorisée à les exercer;

(d) par "employé consulaire", toute personne qui, après la notification prévue à l'article 5, accomplit une tâche administrative ou technique dans un poste consulaire de l'Etat d'envoi,

(e) par "poste consulaire", tout établissement consulaire, qu'il s'agisse d'un consulat général, d'un consulat, d'un vice-consulat ou d'une agence consulaire,

(f) par "archives consulaires", les papiers, les documents, la correspondance, les livres, les films, les rubans magnétiques, les registres et le matériel du chiffre du poste consulaire, ainsi que les fichiers et les meubles destinés à les protéger ou à les conserver;

(g) par "circonscription consulaire", le territoire, dans l'Etat de résidence, dans les limites duquel un fonctionnaire consulaire exerce ses fonctions,

(h) par "navire", aux fins du Titre VI, tout bâtiment immatriculé ou enregistré conformement à la législation de l'Etat d'envoi, y compris ceux dont l'Etat d'envoi est propriétaire, à l'exception des bâtiments de guerre.

Titre II - Etablissement des postes consulaires

Article 3

(1) En accord avec l'Etat de résidence, l'Etat d'envoi peut établir et maintenir des postes consulaires en tous lieux.

(2) Les limites des circonscriptions consulaires sont fixées d'un commun accord entre l'Etat d'envoi et l'Etat de résidence.

Article 4

(1) La mission diplomatique de l'Etat d'envoi informe l'Etat de résidence de la nomination ou de la désignation de toute personne en qualité de fonctionnaire consulaire. Le document de nomination ou de désignation indique la circonscription consulaire.

(2) L'Etat de residence est tenu de délivrer, aussitôt que possible et sans frais, un exequatur ou une autre autorisation au chef du poste consulaire et aux autres fonctionnaires consulaires affectes au poste consulaire Ce document indique la circonscription consulaire

(3) Dès l'obtention de l'exequatur ou autre autorisation, un fonctionnaire consulaire est admis à l'exercice de ses fonctions et au benefice des dispositions de la présente Convention et soumis aux obligations de celle-ci. En attendant la délivrance de l'exequatur ou autre autorisation, l'Etat de residence peut consentir à ce qu'il soit admis à l'exercice de ses fonctions à titre provisoire.

(4) L'exequatur ou autre autorisation ne peut être refusé ou retire que pour des motifs sérieux, ceux-ci ne doivent pas être communiques à l'Etat d'envoi.

Article 5

(1) L'Etat de residence doit être informé de l'affectation de tout employé consulaire à un poste consulaire et tenu au courant de son adresse privee dans l'Etat de residence.

(2) L'Etat de résidence peut refuser ou, à tout moment, cesser de reconnaître toute personne en qualité d'employé consulaire. Dans une telle éventualite, l'Etat d'envoi, selon le cas, rappelle la personne visée ou met fin à ses fonctions au poste consulaire.

Article 6

L'Etat d'envoi peut, moyennant le consentement de l'Etat de residence, désigner un ou plusieurs membres de sa mission diplomatique dans cet Etat pour exercer, outre leurs fonctions diplomatiques, des fonctions consulaires. Une telle désignation doit être faite conformement aux dispositions de la présente Convention. Les personnes ainsi désignées sont admises au bénéfice des dispositions de la presente Convention et soumises aux obligations de celle-ci, sans préjudice des privilèges et immunités auxquels elles peuvent avoir droit comme membres de la mission diplomatique de l'Etat d'envoi.

Titre III - Droits, immunites et privilèges généraux

Article 7

(1) Un fonctionnaire consulaire a droit au respect et à la considération toute particulière des autorités de l'Etat de residence avec lesquelles il entre en relation dans l'exercice de ses fonctions

(2) L'Etat de residence est tenu de prendre toutes les mesures necessaires pour assurer la protection des postes consulaires et des residences des fonctionnaires consulaires.

Article 8

(1) Un fonctionnaire ou un employé consulaire n'est pas soumis à la juridiction des autorités judiciaires et administratives de l'Etat de résidence en raison des actes accomplis dans

l'exercice de ses fonctions officielles, sauf ce qui est prévu au paragraphe (4) de l'article 32.

(2) Un fonctionnaire ou un employe consulaire ne peut être mis en état d'arrestation ou poursuivi dans l'Etat de residence, que s'il est accuse d'avoir commis une infraction à la législation de l'Etat de residence qui, si la culpabilité etait établie, serait punissable d'une peine d'emprisonnement d'au moins un an.

(3) Les dispositions du paragraphe (1) du present article ne sont pas applicables à l'egard d'une action civile.

(a) portant sur un contrat qu'un fonctionnaire ou un employe consulaire a passe sans s'engager expressement ou implicitement en qualité d'agent de l'Etat d'envoi, ou

(b) intentée par un tiers pour un dommage causé dans l'Etat de résidence par un véhicule, un navire ou un aéronef

(4) L'Etat d'envoi, ses fonctionnaires et ses employes consulaires ont à se conformer à toutes les exigences imposees par les lois et les règlements de l'Etat de résidence en ce qui concerne l'assurance de la responsabilité civile à l'egard des tiers pour des dommages resultant de l'usage de tout véhicule, navire ou aéronef

(5) En cas d'arrestation ou de détention d'un fonctionnaire ou d'un employe consulaire, les autorités de l'Etat de residence sont tenues d'en informer sans délai la mission diplomatique de l'Etat d'envoi.

Article 9

(1) Un fonctionnaire ou un employé consulaire est tenu, à la demande des autorites administratives ou judiciaires de l'Etat de résidence, de comparaître devant un tribunal dans le but de temoigner Les autorités administratives ou judiciaires qui requièrent un tel témoignage doivent prendre toutes les mesures raisonnables pour que l'exercice des fonctions consulaires ne soit pas entravé et, chaque fois qu'il est possible de le faire, prendre toutes dispositions pour que ce témoignage soit recueilli, verbalement ou par écrit, au poste consulaire ou à la residence du fonctionnaire ou de l'employé consulaire.

(2) Un fonctionnaire ou un employé consulaire a le droit de refuser de satisfaire à une demande des autorités administratives ou judiciaires de l'Etat de résidence de produire des documents ou des objets appartenant aux archives consulaires ou de déposer sur des faits qui ont trait à l'exercice de fonctions consulaires Il peut néanmoins être satisfait à une telle demande dans l'intérêt de la justice, s'il est possible de le faire sans causer préjudice aux intérêts de l'Etat d'envoi.

Article 10

L'Etat d'envoi peut renoncer, à l'égard d'un fonctionnaire ou d'un employe consulaire, aux privilèges et immunités prévus dans la presente Convention. La renonciation doit être expresse et être communiquee par écrit à l'Etat de résidence.

Article 11

(1) Les archives consulaires sont inviolables et les autorités de l'Etat de résidence ne peuvent, sous aucun pretexte, examiner ou saisir les documents ou les objets qui en font partie.

(2) Ces archives doivent être complètement séparées des documents et des biens n'ayant aucun rapport avec l'exercice des fonctions consulaires.

Article 12

Les autorités de l'Etat de résidence ne peuvent pénetrer dans la partie des locaux consulaires reservée exclusivement au fonctionnement du poste consulaire que moyennant l'autorisation du chef du poste consulaire, de son remplaçant ou du chef de la mission diplomatique de l'Etat d'envoi. L'autorisation du chef du poste consulaire peut toutefois être présumée en cas d'incendie ou d'autre sinistre exigeant une prompte action protectrice.

Article 13

(1) Un fonctionnaire ou un employé consulaire et les membres de sa famille vivant à son foyer sont dispensés dans l'Etat de résidence de toutes formalités quant à l'inscription des étrangers et à l'obtention d'une autorisation de séjour, ils ne peuvent faire l'objet d'une mesure d'expulsion. Les membres de la famille d'un fonctionnaire ou d'un employé consulaire ne peuvent bénéficier du régime prévu au présent paragraphe s'ils exercent, dans l'Etat de residence, une occupation privée de caractère lucratif

(2) Un document approprié d'identification peut être délivré par les autorités compétentes de l'Etat de résidence aux personnes admises au benéfice du régime prévu au présent article.

(3) Si ses lois ou règlements l'exigent, l'Etat de résidence doit être avisé

(a) de l'arrivée des fonctionnaires et des employés consulaires après leur affectation à un poste consulaire, ainsi que de leur départ définitif de l'Etat de residence ou de la fin de leurs fonctions au poste consulaire,

(b) de l'arrivée dans l'Etat de résidence et du départ définitif de cet Etat de membres de la famille vivant au foyer des fonctionnaires et des employés consulaires et, le cas échéant, du fait qu'une telle personne entre dans leur foyer ou le quitte,

(c) de l'arrivée dans l'Etat de résidence et du départ définitif de cet Etat de membres du personnel privé qui ne sont pas ressortissants de l'Etat de résidence et qui sontau service exclusif des fonctionnaires consulaires et, le cas échéant, du fait qu'ils entrent à leur service ou le quittent,

(d) de l'engagement et de la fin des fonctions dans un poste consulaire, des employés consulaires recrutés dans l'Etat de résidence.

Article 14

Un fonctionnaire ou un employe consulaire est exempté de tout service dans les forces terrestres, navales et aériennes, de toute prestation dans les services publics y compris la police, et de toute prestation comme juré, ainsi que de toutes contributions en argent ou en nature en remplacement de pareils services ou prestations.

Article 15

(1) L'Etat d'envoi a le droit:

(a) d'acquérir ou de posséder en propriété ou en jouissance, sous toutes formes prévues par la législation de l'Etat de résidence, des terrains, des immeubles, des parties d'immeubles et des dépendances nécessaires à l'Etat d'envoi à des fins diplomatiques ou consulaires, y compris les résidences, ou à toutes autres fins similaires auxquelles l'Etat de résidence ne s'oppose pas,

(b) de construire des immeubles et des dépendances sur un terrain qu'il a acquis conformément au littera (a) du présent article,

(c) d'aliener les terrains, les immeubles, les parties d'immeubles et les dépendances ainsi acquis ou construits.

(2) Les dispositions du paragraphe (1) du présent article n'exemptent pas l'Etat d'envoi de se conformer à la législation de l'Etat de résidence et aux règlements locaux sur les constructions, l'aménagement du territoire et l'urbanisme, applicables à la zone dans laquelle de tels biens sont situés.

Article 16

(1) L'écusson aux armes de l'Etat d'envoi ainsi qu'une inscription désignant le poste consulaire peuvent être apposés sur la clôture et sur le mur extérieur de l'immeuble abritant le poste consulaire, ou sur la porte d'entrée du poste consulaire ou à côté de celle-ci.

(2) Le drapeau de l'Etat d'envoi ou le pavillon consulaire peuvent être arborés au poste consulaire, de même qu'à la résidence des fonctionnaires consulaires.

(3) L'écusson aux armes de l'Etat d'envoi et le drapeau de celui-ci ainsi que son pavillon consulaire peuvent être apposés ou arborés sur tous les véhicules et tous les navires que les fonctionnaires consulaires utilisent dans l'exercice de leurs fonctions officielles

Article 17

(1) L'Etat d'envoi bénéficie de l'exemption de toutes réquisitions, prestations ou logements militaires en ce qui concerne les biens faisant partie de ses postes consulaires dans l'Etat de résidence, y compris tous véhicules, navires et aéronefs. Toutefois, les biens immobiliers peuvent être expropriés ou saisis à des fins de défense nationale ou d'utilité publique, conformément à la législation de l'Etat de résidence.

(2) Un fonctionnaire ou un employé consulaire bénéficie de l'exemption de toutes réquisitions, prestations ou logements

militaires en ce qui concerne sa résidence privée, son ameublement et autres articles ménagers, ainsi que tous véhicules, navires et aéronefs qu'il détient ou possède. Toutefois, sa résidence privée peut être expropriée ou saisie à des fins de défense nationale ou d'utilite publique, conformément à la législation de l'Etat de résidence.

(3) Dans chacun des cas visés aux paragraphes (1) et (2) du present article, tout sera mis en oeuvre pour éviter que l'exercice des fonctions consulaires ne soit entravé.

(4) L'Etat d'envoi ou le fonctionnaire ou l'employé consulaire recevra, dans un délai raisonnable, une juste indemnité pour tous les biens expropries ou saisis. L'indemnité doit être payable, sous une forme aisément convertible dans la monnaie de l'Etat d'envoi et transférable dans cet Etat, au plus tard dans les trois mois à compter de la date à laquelle le montant de l'indemnité a été définitivement fixé.

Article 18

(1) L'Etat de résidence permet et protège la liberté de communication du poste consulaire pour toutes fins officielles. En communiquant avec le gouvernement, les missions diplomatiques et les autres postes consulaires de l'Etat d'envoi où qu'ils se trouvent, le poste consulaire peut employer tous moyens appropriés, y compris les courriers diplomatiques et consulaires, les valises diplomatiques et consulaires et les messages en code ou en chiffre.

(2) La correspondance officielle du poste consulaire, quel que soit le moyen de communication utilisé, et la valise diplomatique scellée, portant les signes extérieurs visibles de son caractère officiel, sont inviolables.

(3) La valise consulaire ne peut être ni ouverte ni saisie Néanmoins, si les autorités de l'Etat de résidence ont de sérieux motifs de croire que la valise contient autre chose que de la correspondance officielle, des documents ou des objets destinés à des fins officielles, elles peuvent demander que la valise soit ouverte en leur présence par un représentant autorisé de l'Etat d'envoi. S'il n'est pas accédé à cette demande par les autorités de l'Etat d'envoi, la valise est renvoyée à son lieu d'origine.

Titre IV - Privilèges fiscaux

Article 19

L'Etat d'envoi est exempté de tous impôts ou de toutes autres charges similaires de quelque nature que ce soit, établis ou perçus par l'Etat de résidence, au paiement desquels l'Etat d'envoi serait légalement tenu, à défaut des présentes dispositions, en ce qui concerne:

(a) l'acquisition en propriété ou en jouissance, la propriété, l'occupation, la construction ou l'aménagement de terrains, d'immeubles, de parties d'immeubles ou de dépendances utilisés exclusivement à des fins diplomatiques ou consulaires, y compris la résidence des agents diplomatiques, des membres du personnel

administratif et technique de la mission diplomatique de l'Etat d'envoi, des fonctionnaires et des employés consulaires, non ressortissants ni residents permanents de l'Etat de residence et n'exerçant pas d'occupation privee de caractère lucratif dans cet Etat, les taxes ou autres charges perçues pour des services ou des améliorations publiques locales sont toutefois dues dans la mesure où les biens précités en profitent,

(b) l'acquisition, la propriéte, la possession ou l'usage de tous biens mobiliers, equipements, fournitures, matériaux de construction et autres objets, y compris les véhicules, navires et aeronefs, utilises par l'Etat d'envoi à des fins diplomatiques ou consulaires

Article 20

(1) Aucun impôt ou aucune autre charge similaire de quelque nature que ce soit n'est établi ou perçu par l'Etat de résidence sur:

(a) les droits et taxes perçus au nom de l'Etat d'envoi en compensation de services consulaires ou les reçus constatant le paiement de ces droits et taxes,

(b) les émoluments, salaires, appointements et allocations officiels reçus en rémunération de leurs fonctions consulaires par les fonctionnaires et les employés consulaires.

(2) L'Etat d'envoi, ses fonctionnaires et ses employés consulaires sont exempts dans l'Etat de résidence de tous impôts ou autres charges similaires de quelque nature que ce soit établis par l'Etat de résidence du chef d'actes accomplis par un fonctionnaire ou un employé consulaire en sa qualité officielle et tombant dans le cadre de ses attributions consulaires Cette exemption ne s'applique pas aux impôts ou autres charges similaires dont est redevable légalement quelque autre personne, même si l'incidence de l'impôt ou de la charge retombe sur l'Etat d'envoi, le fonctionnaire ou l'employé consulaire.

Article 21

(1) Sauf ce qui est stipulé aux paragraphes (2) et (3) du présent article, un fonctionnaire ou un employé consulaire de l'Etat d'envoi est exonéré dans l'Etat de résidence de tous impôts ou autres charges similaires de quelque nature que ce soit, imposés par l'Etat de résidence et au paiement desquels ce fonctionnaire ou cet employé consulaire serait légalement tenu.

(2) Les dispositions du paragraphe (1) du présent article ne s'appliquent pas aux impôts ou autres charges similaires de quelque nature que ce soit dus légalement par quelque autre personne même si l'incidence de l'impôt ou autre charge similaire retombe sur le fonctionnaire ou l'employé consulaire

(3) Les dispositions du paragraphe (1) du présent article ne s'appliquent pas aux impôts ou autres charges similaires de quelque nature que ce soit établis ou perçus

43-377 O - 75 - 7

(a) sur l'acquisition en propriété ou en jouissance, la propriété, la mise en hypothèque ou l'occupation par un fonctionnaire ou un employe consulaire de biens immeubles situés dans l'Etat de résidence,

(b) sur les revenus, autres que ceux visés par le littera (b) du paragraphe (1) de l'article 20 de la présente Convention, provenant de sources situées dans l'Etat de résidence;

(c) en raison ou à l'occasion d'un transfert de biens par donation,

(d) en raison ou à l'occasion d'une transmission de biens par succession,

(e) sur les instruments réalisant les conventions, tels que les droits de timbres imposés ou perçus en relation avec les transmissionsde biens, ou les taxes perçues sur le transfert de titres,

(f) à l'occasion de la prestation d'un service par une autorité administrative ou judiciaire.

(4) Nonobstant les dispositions du paragraphe (3) du présent article, les biens meubles appartenant à la succession d'un fonctionnaire ou d'un employé consulaire décédé et utilisés par lui en relation avec l'exercice de ses fonctions officielles sont exemptes de tous droits de succession ou de mutation ou de tous droits similaires imposés par l'Etat de résidence. Toute partie de la succession d'un fonctionnaire ou d'un employé consulaire décédé dont la valeur n'excède pas deux fois le montant de tous les

émoluments, salaires et allocations officiels reçus par ce fonctionnaire ou cet employé consulaire pour l'année précédant immédiatement son décès est considérée de plein droit comme étant des biens utilisés par lui en relation avec l'exercice de ses fonctions officielles.

Article 22

(1) Tous biens mobiliers, équipements, fournitures, matériaux de construction et autres objets, y compris les véhicules, navires et aéronefs, destinés à un usage officiel dans l'Etat de résidence à des fins diplomatiques ou consulaires, y compris les résidences, sont, sur une base de stricte réciprocité, admis à l'entrée dans l'Etat de résidence en exemption de tous droits ou taxes imposés à l'occasion ou en raison de l'importation.

(2) Les bagages, effets et autres articles, y compris les véhicules, navires et aéronefs, importés dans l'Etat de résidence par un fonctionnaire ou un employé consulaire et destinés exclusivement à son usage personnel et à celui des membres de sa famille vivant à son foyer sont, sur une base de stricte réciprocité, exempts de tous droits ou taxes imposés à l'occasion ou en raison de l'importation, qu'ils l'accompagnent lorsqu'il rejoint son poste consulaire lors de sa première arrivée ou lors d'arrivées ultérieures, ou qu'ils lui soient expédiés ultérieurement à son poste consulaire et importés à tout moment durant son affectation à ce poste.

(3) Il est entendu que rien dans les présentes dispositions ne peut être interprête comme permettant l'entrée dans l'Etat de résidence de tout objet dont l'importation est prohibée en termes exprès par sa législation.

Article 23

L'Etat d'envoi, ses fonctionnaires et ses employés consulaires ont à se conformer aux formalités prescrites par les autorités de l'Etat de residence quant à l'application des dispositions du Titre IV de la présente Convention.

Titre V - Attributions générales des fonctionnaires consulaires

Article 24

(1) Les fonctionnaires consulaires ont le droit de protéger les ressortissants de l'Etat d'envoi et de défendre leurs droits et intérêts. Ils peuvent notamment à cette fin:

(a) intervenir auprès des autorités de l'Etat de résidence afin d'assurer aux ressortissants de l'Etat d'envoi la jouissance des droits qui leur sont acquis en vertu d'un traité ou autrement;

(b) s'entretenir et communiquer avec tout ressortissant de l'Etat d'envoi et le conseiller;

(c) s'informer au sujet de tout incident ayant affecté les intérêts d'un tel ressortissant;

(d) assister les ressortissants de l'Etat d'envoi dans leurs rapports avec les autorités judiciaires ou administratives de l'Etat de résidence, les aider dans leurs procédures devant celles-ci, leur assurer, si la législation de l'Etat de résidence le permet, l'assistance d'un homme de loi et, avec le consentement de ces autorités, servir d'interprète pour ces ressortissants ou en désigner un.

(2) Les fonctionnaires consulaires peuvent, s'ils y sont autorisés par la législation de l'Etat d'envoi, remettre à tout bénéficiaire dans l'Etat de résidence toutes allocations ou tous paiements qui lui sont dus conformément à la législation de l'Etat d'envoi.

Article 25

(1) Les ressortissants de l'Etat d'envoi ont en tout temps le droit de communiquer avec le fonctionnaire consulaire approprié et, sauf s'ils sont en état de détention légale, de se rendre au poste consulaire.

(2) A la demande d'un ressortissant de l'Etat d'envoi, qui est détenu, les fonctionnaires consulaires doivent être avisés immédiatement de cette détention par les autorités de l'Etat de residence.

(3) Les fonctionnaires consulaires peuvent:

(a) prendre des mesures pour visiter, aussitôt que possible, tout ressortissant de l'Etat d'envoi détenu dans l'Etat de résidence,

(b) s'entretenir en privé avec un tel ressortissant, dans n'importe quelle langue;

(c) prendre des dispositions en vue de la représentation en justice d'un tel ressortissant.

Toute communication écrite entre un tel ressortissant et le fonctionnaire consulaire est à transmettre sans délai par les soins des autorités de l'Etat de résidence.

(4) Les fonctionnaires consulaires ont le droit, sur demande adressée aux autorités compétentes de la prison et conformément aux règlements pénitentiaires, de rendre visite dans des conditions raisonnables à un ressortissant de l'Etat d'envoi, condamné et purgeant une peine d'emprisonnement, et de s'entretenir avec lui. Les fonctionnaires consulaires ont également le droit, conformément aux règlements penitentiaires, de transmettre des communications entre ce ressortissant et d'autres personnes.

Article 26

Les fonctionnaires consulaires ont le droit.

(a) de délivrer des passeports et d'autres titres de voyage aux ressortissants de l'Etat d'envoi et à toute autre personne qualifiee pour les obtenir;

(b) de délivrer des pièces d'identification aux ressortissants de l'Etat d'envoi,

(c) d'accorder tout visa ou de délivrer tout document autorisant l'entrée dans l'Etat d'envoi,

(d) de délivrer pour des marchandises des certificats d'origine et d'autres documents nécessaires pour être utilisés dans l'Etat d'envoi,

(e) d'établir, d'attester, de recevoir les accusés de réception, de certifier, d'authentifier, de légaliser et en général de prendre toutes mesures jugées nécessaires pour parfaire ou valider tout acte, document ou instrument de caractère légal ainsi que des copies de ceux-ci, y compris les documents commerciaux, les déclarations, les immatriculations, les enregistrements, les dispositions testamentaires et les contrats, et de recevoir les reconnaissances de toutes ces pièces, lorsque ces services sont requis par un ressortissant de l'Etat d'envoi aux fins d'usage en dehors de l'Etat de résidence ou par toute personne aux fins d'usage dans l'Etat d'envoi,

(f) de recueillir, au nom des tribunaux de l'Etat d'envoi, les témoignages donnés volontairement par toute personne dans l'Etat de résidence et de déférer le serment à ces personnes, conformément à la législation de l'Etat d'envoi,

(g) d'obtenir des copies ou des extraits de documents officiels accessibles au public.

Article 27

Les fonctionnaires consulaires ont la faculté de traduire dans la ou les langues de l'une des Hautes Parties contractantes toute espèce d'acte ou de document rédigé dans la ou les langues de l'autre Haute Partie contractante et de certifier conforme la traduction de ceux-ci.

Article 28

Les fonctionnaires consulaires ont le droit:

(a) de recevoir toute déclaration prévue par la législation de l'Etat d'envoi sur la nationalité,

(b) d'enregistrer la naissance ou le décès d'un ressortissant de l'Etat d'envoi ou un mariage célébré conformément à la législation de l'Etat de résidence, à condition qu'au moins l'un des conjoints soit ressortissant de l'Etat d'envoi,

(c) de signifier des actes judiciaires ou extra-judiciaires, ou d'exécuter des commissions rogatoires à la demande des tribunaux de l'Etat d'envoi, conformément aux arrangements spéciaux conclus en la matière entre les Hautes Parties contractantes.

Article 29

Les fonctionnaires consulaires ont le droit de publier des avis destinés aux ressortissants de l'Etat d'envoi et de recevoir leurs déclarations volontaires en ce qui concerne:

(a) le service militaire obligatoire,

(b) toute autre question se rapportant à leurs droits, obligations ou intérêts, pour autant que ces avis et déclarations ne soient pas contraires à la législation de l'Etat de résidence.

Article 30

Les actes et les documents spécifiés aux articles 26 et 27, dûment certifiés par le fonctionnaire consulaire compétent et revêtus du sceau officiel du poste consulaire, font foi en tant

qu'actes et documents officiellement certifiés et ont la même force probante dans l'Etat de résidence que s'ils avaient été dressés ou certifiés par les autorités compétentes de l'Etat de résidence, pourvu qu'ils aient été dressés et validés en conformité avec la législation de l'Etat où ils doivent sortir leurs effets et qu'ils aient été soumis, si nécessaire, au timbre et à l'enregistrement ainsi qu'à toutes les autres formalités régissant la matière dans l'Etat où ils doivent sortir leurs effets.

Article 31

Les autorités compétentes de l'Etat de résidence sont tenues d'aviser le fonctionnaire consulaire approprié lorsqu'elles ont connaissance qu'un mineur ou un incapable, ressortissant de l'Etat d'envoi et non résident permanent de l'Etat de résidence, se trouve dans l'Etat de résidence et que ses parents ou son tuteur légal ou un autre représentant ne sont pas présents ou en mesure de le protéger et de défendre ses droits et ses intérêts légaux. Dans des circonstances similaires, le fonctionnaire consulaire a la même obligation d'informer les autorités compétentes de l'Etat de résidence. En prenant les mesures légales appropriées pour la protection de la personne et des biens d'un tel mineur ou incapable, les autorités compétentes de l'Etat de résidence peuvent requérir l'assistance et la participation du fonctionnaire consulaire.

Article 32

(1) Si un ressortissant de l'Etat d'envoi vient à décéder dans l'Etat de résidence, sans laisser dans cet Etat un héritier ou un exécuteur testamentaire connu, les autorités locales appropriées de l'Etat de résidence doivent en informer aussitôt que possible le fonctionnaire consulaire compétent de l'Etat d'envoi.

(2) Un fonctionnaire consulaire de l'Etat d'envoi peut, à la discrétion des autorités judiciaires appropriées et si la législation locale existante applicable dans l'Etat de résidence le permet:

(a) assurer provisoirement la conservation des biens personnels laissés par un ressortissant de l'Etat d'envoi, décédé, à condition que le défunt n'ait dans l'Etat de résidence ni héritier ni exécuteur testamentaire désigné par lui pour prendre soin de ses biens personnels et à condition que le fonctionnaire consulaire renonce à assurer la conservation de ces biens en faveur d'un administrateur dûment désigné,

(b) administrer la succession d'un ressortissant de l'Etat d'envoi, décédé, qui ne résidait pas dans l'Etat de résidence à l'époque de son décès, qui n'a pas d'exécuteur testamentaire et qui n'a pas d'héritier dans l'Etat de résidence, pourvu que dans le cas où il est autorisé à administrer la succession, le fonctionnaire consulaire renonce à cette administration lors de la désignation d'un autre administrateur;

(c) représenter les intérêts d'un ressortissant de l'Etat d'envoi dans une succession dans l'Etat de résidence, à condition que ce ressortissant ne réside pas dans ce dernier Etat, à moins qu'il ne soit représenté d'une autre manière ou jusqu'à ce qu'il le soit, étant entendu toutefois qu'aucune disposition de la présente Convention n'autorise un fonctionnaire consulaire à agir comme avocat.

(3) Sauf interdiction légale, un fonctionnaire consulaire peut, à la discrétion du tribunal, de l'organisme ou de la personne qui opère la distribution, recevoir aux fins de transmission à un ressortissant de l'Etat d'envoi, qui ne réside pas dans l'Etat de résidence, tous fonds ou tous biens auxquels ce ressortissant a droit par suite du décès d'une autre personne, y compris les biens successoraux, les paiements effectués en vertu des lois relatives à l'indemnisation des travailleurs, des régimes de pension et d'allocations sociales en général et le produit de polices d'assurance. Le tribunal, l'organisme ou la personne qui opère la distribution peut exiger, entre autres, que le fonctionnaire consulaire se conforme aux conditions posées quant à.

(a) la présentation d'une procuration ou d'une autre autorisation émanant de ce ressortissant;

(b) la production d'une preuve suffisante que les fonds ou biens ont été transmis à ce ressortissant; et

(c) la restitution des fonds ou biens s'il est incapable de fournir cette preuve.

(4) Si un fonctionnaire consulaire exerce les fonctions visées aux paragraphes (2) et (3) du présent article, il est soumis en la matière à la législation de l'Etat de résidence et à la juridiction des autorités judiciaires et administratives de cet Etat.

Article 33

Les dispositions de la présente Convention, relatives aux attributions des fonctionnaires consulaires, ne sont pas limitatives. Un fonctionnaire consulaire est également autorisé à exercer d'autres attributions, à condition qu'elles n'entraînent pas de conflit avec la législation de l'Etat de résidence et que les autorités de cet Etat ne s'y opposent pas.

Article 34

Il est entendu que dans tous les cas où un article de la présente Convention accorde à un fonctionnaire consulaire le droit d'exercer des attributions, il appartient à l'Etat d'envoi de fixer la mesure dans laquelle le fonctionnaire consulaire peut exercer ce droit.

Titre VI - Attributions des fonctionnaires consulaires en matière maritime

Article 35

(1) Les fonctionnaires consulaires peuvent prêter leur assistance aux navires de l'Etat d'envoi durant leur séjour dans l'Etat de résidence.

(2) Pour l'exécution des devoirs énumérés dans le présent Titre, les fonctionnaires consulaires peuvent se rendre personnellement à bord du navire, dès que celui-ci a été admis à la libre pratique, et se faire accompagner, s'ils le désirent, par des employés consulaires de leur poste consulaire. Si les fonctionnaires consulaires viennent à solliciter l'assistance des autorités de l'Etat de résidence pour toute question touchant l'exécution de ces devoirs, cette assistance doit être accordée, à moins que dans un cas particulier des raisons spéciales ne justifient pleinement un refus.

(3) Le capitaine et les membres de l'équipage peuvent se mettre en rapport avec le fonctionnaire consulaire approprié et, en se conformant à la législation de l'Etat de résidence sur l'immigration, ils peuvent se rendre au poste consulaire.

Article 36

Les fonctionnaires consulaires peuvent:

(a) interroger le capitaine et les membres de l'équipage d'un navire de l'Etat d'envoi, examiner et viser les documents de bord, recevoir les déclarations relatives au voyage du navire et à sa destination et, d'une façon générale, faciliter l'entrée, le séjour dans le port et le départ du navire,

(b) prendre toutes dispositions pour l'enrôlement et le licenciement du capitaine ou de tout membre de l'équipage;

(c) prendre toutes dispositions pour assurer l'hospitalisation et le rapatriement du capitaine ou de tout membre de l'équipage;

(d) recevoir, rédiger ou signer toute déclaration ou tout autre document prescrit par la législation de l'Etat d'envoi concernant la nationalité, la propriété et les hypothèques, l'état et l'exploitation d'un navire de cet Etat;

(e) prendre toutes dispositions pour le maintien de l'ordre et de la discipline à bord du navire;

(f) prendre toutes dispositions conformément à la législation de l'Etat d'envoi en matière maritime,

(g) prêter aide et assistance au capitaine et aux membres de l'équipage d'un navire de l'Etat d'envoi dans leurs rapports avec les tribunaux et les autorités de l'Etat de résidence. A cette fin, les fonctionnaires consulaires peuvent prendre les dispositions nécessaires en ce qui regarde l'assistance d'un homme de loi et l'intervention d'un interprète.

Article 37

(1) Les autorités de l'Etat de résidence peuvent exercer leur juridiction s'il s'agit:

(a) d'infractions commises à bord d'un navire de l'Etat d'envoi qui revêtent un caractère grave ou qui compromettent la tranquillité ou la sécurité du port ou enfreignent la législation de l'Etat de résidence en matière de sûreté d'Etat, de santé publique, d'admission des étrangers, de sauvegarde de la vie en mer, de douane et autres questions analogues ou

(b) d'autres infractions commises à bord d'un navire de l'Etat d'envoi.

(i) par ou contre un ressortissant de l'Etat de résidence, ou

(ii) par ou contre toute autre personne, pourvu que cette personne ne soit ni le capitaine ni un membre de l'équipage, ou

(c) de toute infraction commise à bord d'un navire de l'Etat d'envoi, pourvu que leur intervention s'effectue à la requête ou avec le consentement du fonctionnaire consulaire.

(2) Lorsque dans les cas prévus au paragraphe (1) du présent article, les autorités de l'Etat de résidence décident d'arrêter ou d'interroger une personne ou de saisir un bien ou d'instituer une enquête officielle à bord d'un navire,le capitaine ou tout autre officier agissant en son nom doit être mis à même d'informer le fonctionnaire consulaire et, à moins que ce ne soit impossible en raison de l'urgence de l'affaire, de l'avertir suffisamment à temps pour lui permettre d'être présent. Si le fonctionnaire consulaire n'a pas été présent ou représenté, il a le droit de recevoir, à sa demande, des autorités de l'Etat de résidence, des informations complètes au sujet des mesures intervenues.

(3) Les examens usuels effectués par les autorités de l'Etat de résidence concernant la sûreté de l'Etat, la santé publique, l'admission des étrangers, la sauvegarde de la vie en mer et la

douane, de même que la détention du navire ou d'une partie de sa cargaison résultant d'une procédure civile ou commerciale devant les tribunaux de l'Etat de résidence, ne sont pas affectés par les dispositions du présent article.

Article 38

(1) Sous réserve de l'autorisation du capitaine du navire, un fonctionnaire consulaire a le droit de visiter un navire battant n'importe quel pavillon, faisant route vers un port de l'Etat d'envoi, afin de se procurer les renseignements qui doivent lui permettre d'établir et de valider les documents requis en vertu de la législation de l'Etat d'envoi pour l'entrée du navire dans les ports de cet Etat et de donner aux autorités compétentes de l'Etat d'envoi tous renseignements, quant aux problèmes sanitaires ou autres, demandés par elles.

(2) Lorsqu'il exerce les droits qui lui sont conférés par le présent article, le fonctionnaire consulaire doit agir avec toute la célérité possible.

Article 39

(1) Si un navire de l'Etat d'envoi fait naufrage dans l'Etat de résidence ou si des objets, faisant partie de la cargaison d'un navire naufragé d'un Etat tiers, mais appartenant à un ressortissant de l'Etat d'envoi, sont trouvés sur le rivage de l'Etat de résidence ou à proximité ou sont amenés dans un port de cet Etat, les autorités compétentes de l'Etat de résidence doivent en informer le fonctionnaire consulaire aussitôt que possible.

(2) Les autorités de l'Etat de résidence sont tenues de prendre les mesures utiles en vue de la protection du navire naufragé, de la vie des personnes du bord, de la cargaison et des autres marchandises du bord, ainsi qui pour empêcher et réprimer le pillage ou le désordre sur le navire. Ces mesures s'étendent également aux objets faisant partie du navire ou de la cargaison et qui ont été séparés du navire. Si possible, ces mesures sont prises en collaboration avec le capitaine du navire et le fonctionnaire consulaire ou son délégué.

(3) Lorsqu'un navire naufragé de l'Etat d'envoi ou des objets appartenant ou faisant partie de ce navire sont trouvés sur le rivage de l'Etat de résidence ou à proximité ou sont amenés dans un port de cet Etat et que ni le capitaine, ni le propriétaire du navire, ni son agent, ni les assureurs ne sont présents ou ne peuvent prendre de dispositions pour leur conservation ou leur destination, le fonctionnaire consulaire approprié est autorisé à prendre, en qualité de représentant du propriétaire du navire, les dispositions que le propriétaire aurait pu prendre aux mêmes fins s'il avait été présent, en se conformant à la législation de l'Etat de résidence.

(4) Lorsque des objets, faisant partie de la cargaison d'un navire naufragé (autre qu'un navire de l'Etat de résidence) et appartenant à un ressortissant de l'Etat d'envoi, sont trouvés sur le rivage de l'Etat de résidence ou à proximité ou sont amenés dans un port de cet Etat et que ni le capitaine du navire, ni le

43-377 O - 75 - 8

propriétaire des objets, ni son agent, ni les assureurs ne sont présents ou ne peuvent prendre de dispositions pour la conservation ou la destination de ces objets, le fonctionnaire consulaire approprié est autorisé à prendre en qualité de représentant du propriétaire, les dispositions que celui-ci aurait pu prendre aux mêmes fins s'il avait été présent, en se conformant à la législation de l'Etat de résidence.

(5) Aucun droit de douane (y compris les autres droits imposés à l'occasion ou en raison de l'importation de marchandises dans l'Etat de résidence) ne peut être perçu par les autorités de cet Etat sur la cargaison, les approvisionnements, l'équipement et les appareillages, ou les objets, transportés par le navire naufragé ou en faisant partie, à moins qu'ils ne soient débarqués en vue d'être utilisés ou consommés dans l'Etat de résidence; toutefois ces autorités peuvent, si elles le jugent opportun, réclamer des garanties en vue de la sauvegarde des intérêts du Trésor en ce qui concerne pareilles marchandises.

(6) Aucun impôt, ni charge (autres que les droits de douane, lorsqu'ils sont applicables conformément au paragraphe (5) du présent article) ne peut être perçu par les autorités de l'Etat de résidence à l'égard du navire naufragé, de tous biens du bord ou de sa cargaison, si ce n'est des impôts et des charges de même espèce et de même montant que ceux perçus dans des circonstances analogues sur des navires de l'Etat de résidence ou en relation avec ces navires.

Article 40

En cas de décès du capitaine ou d'un membre de l'équipage d'un navire de l'Etat d'envoi à bord du navire, alors qu'il se trouve dans l'Etat de résidence, le capitaine ou son remplaçant a le droit de conserver les gages non payés et les biens personnels du défunt, qui sont sur le navire, en vue de les renvoyer à l'Etat d'envoi pour la liquidation de la succession en conformité avec sa législation. Ce droit n'existe que dans le cas où le défunt est un ressortissant de l'Etat d'envoi et en l'absence, dans l'Etat de résidence, d'exécuteur testamentaire ou d'administrateur dûment autorisé.

Titre VII - Dispositions générales

Article 41

Les fonctionnaires consulaires peuvent favoriser le développement des relations économiques, commerciales et culturelles entre l'Etat d'envoi et l'Etat de résidence.

Article 42

Dans l'exercice de leurs fonctions officielles, les fonctionnaires consulaires peuvent s'adresser aux autorités appropriées de leur circonscription consulaire et correspondre avec celles-ci. Ils ne peuvent avoir recours directement au Ministère des Affaires Etrangères ou au Département d'Etat, selon le cas, qu'en l'absence de tout agent diplomatique de l'Etat d'envoi.

Article 43

A l'occasion de l'exercice de ses fonctions officielles, un fonctionnaire consulaire peut percevoir les droits et taxes prévus par l'Etat d'envoi. Les droits et taxes ainsi perçus doivent pouvoir être librement convertibles et transférables dans la monnaie de l'Etat d'envoi.

Article 44

Les articles 5, 8 (paragraphes (4) et (5)), 9 (paragraphe (2)), 10, 13 (paragraphe (3) littera (a) et (b)), 14, 17 (paragraphes (2) et (4)), 20 (paragraphe (1) littera (b)), 21 (paragraphe (4)) et 45 (paragraphe (1)), (à l'exclusion de l'immunité prévue au paragraphe (1) de l'article 8), 45(paragraphes (2) et (3)) de la présente Convention s'appliquent aux personnes affectées au service domestique d'un poste consulaire de l'Etat d'envoi.

Article 45

(1) Les fonctionnaires ou les employés consulaires, qui sont ressortissants ou résidents permanents de l'Etat de résidence ou exercent une occupation privée de caractère lucratif dans cet Etat, ne bénéficient que des immunités prévues au paragraphe (1) de l'Article 8 et au paragraphe (2) de l'article 9 de la présente Convention, à moins que des facilités, privilèges et immunités supplémentaires ne leur soient accordés par l'Etat de résidence.

(2) (a) Les membres de la famille des personnes visées au paragraphe (1) du présent article ne bénéficient que des facilités, privilèges et immunités qui pourraient leur être accordés par l'Etat de résidence,

(b) Les membres de la famille des fonctionnaires ou des employés consulaires, qui sont eux-mêmes ressortissants ou résidents permanents de l'Etat de résidence, ne bénéficient que des facilités, privilèges et immunités qui pourraient leur être accordés par l'Etat de résidence.

(3) L'Etat de résidence exerce sa juridiction sur les personnes visées aux paragraphes (1) et (2) du présent article de façon à ne pas entraver indûment l'exercice des fonctions consulaires.

(4) Le paragraphe (1) de l'article 7 de la présente Convention s'applique aux fonctionnaires consulaires qui sont ressortissants ou résidents permanents de l'Etat de résidence ou qui exercent une occupation privée de caractère lucratif dans cet Etat.

Article 46

Les différends relatifs à l'interprétation ou à l'application de la présente Convention sont à régler par voie de négociation. Les différends non réglés par voie de négociation peuvent être portés, pour décision, à l'initiative de l'une ou l'autre des

Hautes Parties contractantes, devant la Cour Internationale de Justice, à condition:

(a) qu'aucune des Parties ne soumette à la juridiction de la Cour une question laissée, par la Convention, à la discrétion de l'une ou l'autre des Parties, et

(b) qu'aucune des Parties ne puisse soumettre un différend à la juridiction de la Cour avant que tous les moyens de droit y relatifs n'aient été épuisés dans le territoire de l'autre Partie.

Article 47

La présente Convention remplace et abroge la Convention entre la Belgique et les Etats-Unis d'Amérique concernant les droits, privilèges et immunités des fonctionnaires consulaires, signée à Washington le 9 mars 1880.

Article 48

(1) La présente Convention doit être ratifiée et les instruments de ratification sont à échanger à Bruxelles. Elle entre en vigueur le trentième jour après la date de l'échange des instruments de ratification.

(2) La Convention reste en vigueur jusqu'à l'expiration d'un délai de six mois à partir de la date à laquelle l'une des Hautes Parties contractantes informe l'autre de son intention d'y mettre fin.

CONSULAIRE OVEREENKOMST
TUSSEN
DE VERENIGDE STATEN VAN AMERIKA
EN
HET KONINKRIJK BELGIE

De President der Verenigde Staten van Amerika en Zijne Majesteit de Koning der Belgen,

Verlangende de voorwaarden vast te stellen voor de toelating van de consulaire ambtenaren tot hun respectieve grondgebieden, alsmede hun wederzijdse rechten, immuniteiten en voorrechten en hun bevoegdheden te bepalen,

Verlangende aldus de bescherming van de onderdanen van de Hoge Overeenkomstsluitende Partijen op de grondgebieden van de andere te vergemakkelijken,

Zijn overeengekomen daartoe een consulaire overeenkomst te sluiten en hebben als hun Gevolmachtigden aangewezen

De President van de Verenigde Staten van Amerika

William P Rogers, Secretaris van Staat van de Verenigde Staten van Amerika, en

Zijne Majesteit de Koning der Belgen

Baron Scheyven, Buitengewoon en Gevolmachtigd Ambassadeur van België

Die omtrent de volgende bepalingen overeenstemming hebben bereikt

Titel 1 - Werkingsfeer en definities

Artikel 1

Onder grondgebieden van de Hoge Overeenkomstsluitende Partijen waarop de bepalingen van deze Overeenkomst van toepassing zijn worden verstaan, alle uitgestrektheden land of water die aan de souvereiniteit of aan het gezag van ieder der Hoge Overeenkomstsluitende Partijen zijn onderworpen, met uitzondering van de Panama-kanaalzone.

Artikel 2

In deze overeenkomst wordt verstaan onder

(a) " Zendstaat ", de Hoge Overeenkomstsluitende Partij die de consulaire ambtenaar benoemt

(b) " Verblijfstaat ", de Hoge Overeenkomstsluitende Partij op wier grondgebied de consulaire ambtenaar zijn ambtsbezigheden uitoefent; deze term omvat evenzeer de staten, de provincies de gemeenten of andere plaatselijke onderverdelingen van deze Hoge Overeenkomstsluitende Partij

(c) " consulair ambtenaar ", iedere persoon die behoorlijk benoemd is om consulaire werkzaamheden in de Verblijfstaat uit te oefenen in de hoedanigheid van consul-generaal, consul, vice-consul of consulair agent en die gemachtigd is ze uit te oefenen ,

(d) " consulair bediende ", iedere persoon die, nadat de bij artikel 5 voorgeschreven kennisgeving is geschied, een administratieve of technische taak in een consulaire post van de Zendstaat vervult ,

(e) " consulaire post ", elke consulaire inrichting, hetzij consulaat-generaal, consulaat, vice-consulaat of consulair agentschap ,

(f) " consulair archief ", de papieren, de stukken, de briefwisseling, de boeken, de filmen, de geluidsbanden, de registers en het codemateriaal van de consulaire post, alsmede de kaartsystemen en de meubelen waarin deze zaken worden opgeborgen en in veiligheid gebracht;

(g) " consulair ressort ", het gebied in de Verblijfstaat binnen welks grenzen een consulair ambtenaar zijn ambtsbezigheden uitoefent;

(h) " schip ", voor de toepassing van Titel VI, ieder vaartuig dat overeenkomstig de wetgeving van de Zendstaat, is teboekgesteld of ingeschreven, daaronder begrepen de schepen die de eigendom zijn van de Zendstaat, behalve oorlogschepen.

Titel II - Oprichting van consulaire posten

Artikel 3

(1) Met de instemming van de Verblijfstaat, kan de Zendstaat op gelijk welke plaats consulaire posten oprichten en in stand houden.

(2) De grenzen van de consulaire ressorten worden door de Zendstaat en de Verblijfstaat in onderlinge overeenstemming vastgesteld.

Artikel 4

(1) De diplomatieke zending van de Zendstaat stelt de Verblijfstaat in kennis van de benoeming of de aanstelling van iedere persoon in de hoedanigheid van consulair ambtenaar In de akte van benoeming of aanstelling wordt het consulair ressort aangeduid.

(2) De Verblijfstaat is ertoe gehouden zo spoedig mogelijk en kosteloos een exequatur of andere machtiging aan het hoofd van de consulaire post en aan de andere bij de consulaire post aangesteldeambtenaren af te geven. In dit dokument wordt het consulair ressort aangeduid.

(3) Zodra hij het exequatur of een andere machtiging heeft bekomen kan de consulaire ambtenaar zijn ambtbezigheden uitoefenen, is hij gerechtigd het voordeel van de bepalingen van deze Overeenkomst te genieten en is hij onderworpen aan de verplichtingen ervan. In afwachting dat het exequatur of een andere machtiging wordt afgegeven, kan de Verblijfstaat erin toestemmen dat hij zijn functie voorlopig waarneemt.

(4) Het exequatur of andere machtiging wordt niet geweigerd of ingetrokken tenzij om ernstige redenen deze moeten aan de Zendstaat niet worden medegedeeld.

Artikel 5

(1) De Verblijfstaat wordt verwittigd van de aanstelling van iedere consulaire bediende bij een consulaire post en op de hoogte gehouden van zijn particulier adres in de Verblijfstaat.

(2) De Verblijfstaat kan op ieder ogenblik weigeren of ophouden een persoon als consulair bediende te erkennen. In dat geval roept de Zendstaat de bedoelde persoon terug of maakt een einde aan zijn functie op de consulaire post.

Artikel 6

Mits de Verblijfstaat erin toestemt, kan de Zendstaat één of verscheidene leden van zijn diplomatieke zending in die Staat aanwijzen om, behalve hun diplomatieke functies, consulaire functies uit te oefenen. Een dergelijke aanwijzing dient te geschieden overeenkomstig de bepalingen van deze Overeenkomst. De aldus aangewezen personen kunnen aanspraak maken op de voordelen van deze Overeenkomst en zijn onderworpen aan de verplichtingen ervan, onverminderd de voorrechten en immuniteiten waarop zij als leden van de diplomatieke zending van de Zendstaat recht hebben.

Titel III - Rechten, immuniteiten en voorrechten

in het algemeen

Artikel 7

(1) Een consulair ambtenaar heeft recht op de eerbied en de gans bijzondere achting van de overheden van de Verblijfstaat met wie hij tijdens de uitoefening van zijn ambt in contact komt.

(2) De Verblijfstaat neemt alle nodige maatregelen voor de bescherming van de consulaire posten en de ambtswoningen van de consulaire ambtenaren.

Artikel 8

(1) Een consulair ambtenaar of een consulair bediende is niet onderworpen aan de rechtsmacht van de gerechtelijke en administratieve overheden van de Verblijfstaat uit hoofde van handelingen verricht in de uitoefening van zijn officiële functie, behoudens hetgeen in paragraaf (4) van artikel 32 is bepaald.

(2) Een consulair ambtenaar of een consulair bediende kan in de Verblijfstaat niet in hechtenis worden genomen of vervolgd worden, tenzij hij ervan beschuldigd wordt een inbreuk te hebben gepleegd op de wetgeving van de Verblijfstaat die, indien zijn schuld bewezen werd, zou strafbaar zijn met een gevangenisstraf van ten minste één jaar

(3) De bepalingen van paragraaf (1) van dit artikel zijn niet van toepassing waar het gaat om een burgerlijke vordering die

(a) betrekking heeft op een contract die een consulair ambtenaar of bediende heeft aangegaan zonder zich uitdrukkelijk of stilzwijgend te verbinden in zijn hoedanigheid van vertegenwoordiger van de Zendstaat; of

(b) is ingesteld door een derde wegens schade in de Verblijfstaat toegebracht door een voertuig, een schip of een luchtvaartuig.

(4) De Zendstaat, zijn consulaire ambtenaren en bedienden komen alle door de wetten en reglementen van de Verblijfstaat opgelegde verplichtingen na met betrekking tot de verzekering van de burgerrechtelijke aansprakelijkheid ten opzichte van derden wegens schade voortvloeiend uit het gebruik van een voertuig, een schip of een luchtvaartuig.

(5) In geval van aanhouding of gevangenhouding van een consulair ambtenaar of bediende stellen de overheden van de Verblijfstaat de diplomatieke zending van de Zendstaat hiervan onverwijld in kennis.

Artikel 9

(1) Een consulair ambtenaar of bediende is ertoe gehouden, op verzoek van de administratieve of gerechtelijke overheden van de Verblijfstaat, te verschijnen voor een rechtbank ten einde er als getuige op te treden. De administratieve of gerechtelijke overheden die zulks vorderen, nemen alle redelijke maatregelen om te vermijden dat de uitoefening van hun officiële functie daardoor wordt belemmerd en, telkens als het mogelijk is, treffen zij de nodige voorzieningen om dit verhoor als getuige te doen afnemen, mondeling of schriftelijk, op de consulaire post of ten huize van de consulaire ambtenaar of bediende.

(2) Een consulaire ambtenaar of een consulaire bediende is niet gehouden te voldoen aan een verzoek van de administratieve of gerechtelijke overheden van de Verblijfstaat om dokumenten of voorwerpen over te leggen welke deel uitmaken van het consulair archief, of om als getuige op te treden inzake feiten die verband houden met de uitoefening van zijn consulaire functies Aan een dergelijk verzoek zal niettemin in het belang van het gerecht worden voldaan, indien de belangen van de Zendstaat daardoor niet worden geschaad.

Artikel 10

De Zendstaat kan ten aanzien van een consulaire ambtenaar of consulaire bediende de voorrechten en immuniteiten waarin deze Overeenkomst voorziet, opheffen. De opheffing moet uitdrukkelijk geschieden en schriftelijk aan de Verblijfstaat worden medegedeeld.

Artikel 11

(1) Het consulair archief is onschendbaar en de overheden van de Verblijfstaat mogen onder geen voorwendsel de bescheiden of voorwerpen die er deel van uitmaken onderzoeken of in beslag nemen.

(2) Dit archief moet volledig gescheiden blijven van de dokumenten en goederen die geen verband houden met de uitoefening van de consulaire functie.

Artikel 12

De overheden van de Verblijfstaat mogen niet dan met de toelating van het hoofd van de consulaire post, zijn plaatsvervanger of het hoofd van de diplomatieke zending van de Zendstaat, binnentreden in de localen van het consulair gebouw welke uitsluitend bestemd zijn voor de werkzaamheden van de consulaire post. De toelating van het hoofd van de consulaire post wordt evenwel geacht te zijn gegeven in geval van brand of van een andere ramp die een snel beschermend optreden noodzakelijk maakt.

Artikel 13

(1) Een consulaire ambtenaar of een consulaire bediende en de leden van zijn gezin die onder hetzelfde dak wonen, zijn in de Verblijfstaat vrijgesteld van alle formaliteiten betreffende de inschrijving van de vreemdelingen en het verkrijgen van een verblijfsvergunning en er kan tegen hen geen uitzettingsmaatregel

worden uitgevaardigd. De gezinsleden van een consulair ambtenaar of een consulaire bediende kunnen het genot niet hebben van het in deze paragraaf bepaalde stelsel indien zij in de Verblijfstaat een op persoonlijk gewin gerichte bezigheid uitoefenen.

(2) Een passend identiteitsbewijs kan door de bevoegde overheden van de Verblijfstaat worden afgegeven aan de personen die aanspraak kunnen maken op het genot van het in dit artikel bepaalde stelsel ,

(3) Indien zijn wetten of reglementen het vereisen, moet de Verblijfstaat in kennis worden gesteld van

(a) de aankomst van de consulaire ambtenaren en consulaire bedienden na hun aanstelling bij een consulaire post, alsmede van hun definitief vertrek uit de Verblijfstaat of van de beëindiging van hun functie op de consulaire post

(b) de aankomst in de Verblijfstaat of het definitief vertrek uit deze Staat van familieleden die huisgenoten zijn van de consulaire ambtenaren en de consulaire bedienden en, in voorkomend geval, van het feit dat een dergelijke persoon in hun gezin wordt opgenomen of het verlaat

(c) de aankomst in de Verblijfstaat en het definitief vertrek uit die Staat, van leden van het dienspersoneel die geen onderdanen van de Verblijfstaat zijn en die uitsluitend ten dienstestaan van de consulaire ambtenaren en, in voorkomend geval, van het feit dat zij in hun dienst treden of deze verlaten

(d) de in diensttreding en de beëindiging van hun functie op een consulaire post, van de consulaire bedienden aangeworven in de Verblijfstaat.

Artikel 14

Een consulair ambtenaar of een consulair bediende is vrijgesteld van militaire verplichtingen bij de land- zee- en luchtmacht, van ieder openbaar dienstbetoon met inbegrip van de politie, van ieder dienstbetoon als gezworene

en van alle bijdragen in geld of in natura ter vervanging van dergelijke diensten of prestaties.

Artikel 15

(1) De Zendstaat heeft het recht

(a) in alle vormen waarin de wetgeving van de Verblijfstaat voorziet, in eigendom of in genot te verkrijgen of te bezitten gronden, gebouwen, gedeelten van gebouwen en aanhorigheden welke de Zendstaat voor diplomatieke of consulaire doeleinden nodig heeft, daaronder begrepen ambtswoningen, of welke hij nodig heeft voor alle andere soortgelijke doeleinden waartegen de Verblijfstaat zich niet verzet;

(b) gebouwen en aanhorigheden te bouwen op een grond die hij overeenkomstig littera (a) van dit artikel heeft verkregen,

(c) de gronden, de gebouwen, de gedeelten van gebouwen en de aanhorigheden die aldus zijn verkregen of gebouwd, te vervreemden.

(2) De bepalingen van paragraaf (1) van dit artikel stellen de Zendstaat niet vrij van de verplichting zich te gedragen naar de wetgeving van de Verblijfstaat, daaronder begrepen de plaatselijke reglementen op het bouwen, de ruimtelijke ordening en de stedebouw, van toepassing op de streek waarin deze goederen zijn gelegen.

Artikel 16

(1) Het wapenschild van de Zendstaat en een opschrift dat de consulaire post aanwijst, kunnen op de omheining en op de buitenmuur van het gebouw waarin de consulaire post is gehuisvest, of op de toegangsdeur van de consulaire post of naast deze deur worden aangebracht.

(2) De vlag van de Zendstaat of de consulaire vlag mag aan de consu-

laire post en aan de ambtswoning van de consulaire ambtenaren worden gehesen.

(3) Het wapenschild van de Zendstaat en zijn vlag alsmede de consulaire vlag mogen worden aangebracht of gevoerd op alle voertuigen en schepen die de consulaire ambtenaren voor de uitoefening van hun officiële functie gebruiken.

Artikel 17

(1) De Zendstaat is volledig gevrijwaard tegen militaire vorderingen, militaire bijdragen of inkwartiering met betrekking tot de goederen die deel uitmaken van zijn consulaire posten in de Verblijfstaat, daaronder begrepen alle voertuigen, schepen en luchtvaartuigen. Onroerende goederen kunnen nochtans ter wille van 's lands verdediging of ten algemenen nutte, in overeenstemming met de wetgeving van de Verblijfstaat onteigend of in beslag genomen worden.

(2) Een consulaire ambtenaar of een consulaire bediende is volledig gevrijwaard tegen militaire vorderingen, militaire bijdragen of inkwartiering met betrekking tot zijn particuliere woning, zijn meubilair en andere huishoudartikelen, daaronder begrepen alle voertuigen, schepen en luchvaartuigen die hij houdt of bezit. Zijn particuliere woning kan nochtans onteigend of in beslag worden genomen ter wille van 's lands verdediging of ten algemenen nutte, in overeenstemming met de wetgeving van de Verblijfstaat.

(3) In ieder der in paragrafen (1) en (2) van dit artikel omschreven gevallen, dient alles in het werk gesteld om te voorkomen dat de uitoefening van de consulaire functies hierdoor wordt belemmerd.

(4) De Zendstaat of de consulaire ambtenaar of de consulaire bediende ontvangt binnen een redelijke termijn een toereikende vergoeding voor alle goederen die onteigend of in beslag zijn genomen. De vergoeding moet derwijze

betaalbaar gesteld worden dat ze gemakkelijk in de munt van de Zendstaat kan worden omgezet en naar die staat kan worden getransfereerd binnen ten laatste drie maanden te rekenen van de datum waarop het bedrag van de vergoeding definitief is vastgesteld.

Artikel 18

(1) Door de Verblijfstaat wordt aan de consulaire post toegestaan voor alle officiële doeleinden onbelemmerd verbindingen te onderhouden deze verbindingen worden door de Verblijfstaat beschermd. Ten einde zich met de regering, de diplomatieke zendingen en de andere consulaire posten van de Zendstaat, waar deze zich ook mogen bevinden, in verbinding te stellen, kan de consulaire post alle daarvoor in aanmerking komende middelen gebruiken, daaronder begrepen diplomatieke of consulaire koeriers, diplomatieke of consulaire tassen, code- of cijferberichten.

(2) De officiële briefwisseling van de consulaire post, welk verbindingsmiddel ook gebruikt wordt, en de diplomatieke tas, wanneer zij verzegeld is en aan de buitenkant zichtbare kentekens draagt, waaruit haar officiële aard blijkt, zijn onschendbaar

(3) De consulaire tas mag niet worden geopend of vastgehouden. Indien de overheden van de Verblijfstaat echter ernstige redenen hebben om aan te nemen dat de tas iets anders bevat dan officiële briefwisseling bescheiden of voorwerpen bestemd voor officiële doeleinden, kunnen zij verzoeken dat de tas in hun aanwezigheid door een daartoe gemachtigd vertegenwoordiger van de Zendstaat wordt geopend. Indien de overheden van de Zendstaat weigeren aan dit verzoek te voldoen, wordt de tas teruggestuurd naar de plaats van verzending.

43-377 O - 75 - 9

Titel IV - Fiscale voorrechten

Artikel 19

De Zendstaat is vrijgesteld van alle belastingen of alle andere soortgelijke lasten van welke aard ook, door de Verblijfstaat vastgesteld of geïnd, die de Zendstaat, bij ontstentenis van de onderhavige bepalingen, wettelijk zou gehouden zijn te betalen ten aanzien van

(a) het verkrijgen in eigendom of in genot, de eigendom, het betrekken, het bouwen respectievelijk het verbouwen of aanleggen van gronden, gebouwen, gedeelten van gebouwen of aanhorigheden welke uitsluitend voor diplomatieke of consulaire doeleinden worden gebruikt, daaronder begrepen de ambtswoning van de diplomatieke ambtenaren, van de leden van het administratief en technisch personeel van de diplomatieke zending van de Zendstaat, van de consulaire ambtenaren en de consulaire bedienden, die geen onderdanen zijn van de Verblijfstaat noch in die staat bestendig verblijf houden en die in die staat geen op persoonlijk gewin gerichte bezigheid uitoefenen; de taksen en andere lasten opgelegd voor diensten of voor plaatselijke openbare verbeteringen zijn nochtans verschuldigd in de mate dat voornoemde goederen erdoor gebaat zijn

(b) het verkrijgen, de eigendom, het bezit of het gebruik van alle roerende goederen, uitrustingen, benodigdheden, bouwmaterialen en andere voorwerpen, en daaronder begrepen de voertuigen, schepen en luchtvaartuigen door de Zendstaat voor diplomatieke of consulaire doeleinden gebruikt.

Artikel 20

(1) Geen belasting of andere soortgelijke last van welke aard dan ook wordt door de Verblijfstaat vastgesteld of geïnd ten aanzien van

(a) de uit naam van de Zendstaat geïnde rechten en taksen welke gelden als vergoeding voor verleende consulaire diensten en ook ten aanzien van de ontvangbewijzen welke de kwijting van deze rechten en taksen vaststellen.

(b) de officiële bezoldigingen, lonen, wedden en toelagen, ontvangen door de consulaire ambtenaren en de consulaire bedienden als vergoeding voor hun consulaire functie.

(2) De Zendstaat, zijn consulaire ambtenaren en zijn consulaire bedienden zijn in de Verblijfstaat vrijgesteld van alle door de Verblijfstaat vastgestelde belastingen of andere soortgelijke lasten van welke aard dan ook, ten aanzien van handelingen door een consulaire ambtenaar of een consulaire bediende verricht in zijn officiële hoedanigheid en vallende in het kader van zijn consulaire bevoegdheden. Deze vrijstelling is niet van toepassing op de belastingen o f andere soortgelijke lasten die enig andere persoon wettig verschuldigd is, zelfs indien de terugslag van de belasting of andere soortgelijke last op de Zendstaat, de consulaire ambtenaar of de consulaire bediende neerkomt.

Artikel 21

(1) Onder voorbehoud van de bepalingen van de paragrafen (2) en (3) van dit artikel, wordt een consulaire ambtenaar of een consulaire bediende van de Zendstaat in de Verblijfstaat vrijgesteld van alle door de Verblijfstaat opgelegde belastingen of andere soortgelijke lasten van welke aard ook, die deze consulaire ambtenaar of deze consulaire bediende wettelijk gehouden zou zijn te betalen.

(2) De bepalingen van paragraaf (1) van dit artikel zijn niet van toepassing op de belastingen of andere soortgelijke lasten van welke aard ook, die een andere persoon wettelijk verschuldigd is zelfs indien de terugslag van de belasting of andere soortgelijke last op de consulaire ambtenaar of de consulaire bediende neerkomt.

(3) De bepalingen van paragraaf (1) van dit artikel zijn niet van toepassing op de belastingen of andere soortgelijke lasten van welke aard ook, vastgesteld of geïnd

(a) op het verkrijgen in eigendom of in genot, op de eigendom, het hypothekeren of het betrekken door een consulaire ambtenaar of een consulaire bediende van in de Verblijfstaat gelegen onroerende goederen

(b) op de inkomsten, andere dan die bedoeld bij littera (b) van paragraaf (1) van artikel 20 van deze Overeenkomst, voortvloeiende uit bronnen gelegen in de Verblijfstaat,

(c) om reden of ter gelegenheid van de overgang van goederen door schenking,

(d) om reden of ter gelegenheid van de overgang van goederen door erfopvolging

(e) op de akten die overeenkomsten tot stand brengen, zoals zegelrechten vastgesteld of geïnd in verband met de overdrachten van goederen of de taksen geïnd op de overdracht van effecten,

(f) ter gelegenheid van het verlenen van een dienst door een administratieve of gerechtelijke overheid.

(4) Onverminderd de bepalingen van paragraaf (3) van dit artikel, zijn de roerende goederen die deel uitmaken van de nalatenschap van een overleden consulaire ambtenaar of een overleden consulaire bediende en die door hem werden gebruikt in verband met de uitoefening van zijn officiële functies, vrijgesteld van alle erfenis- of overgangsrechten of van alle soortgelijke rechten die door de Verblijfstaat worden opgelegd. Ieder gedeelte van de nalatenschap van een overleden consulaire ambtenaar of een overleden consulaire bediende waarvan de waarde

geen tweemaal het bedrag overtreft van alle officiële bezoldigingen, lonen en toelagen door deze consulaire ambtenaar of deze consulaire bediende ontvangen voor het jaar dat aan zijn overlijden onmiddellijk voorafgaat, wordt van rechtswege beschouwd als zijnde samengesteld uit goederen door hem gebruikt in verband met de uitoefening van zijn officiële functies

Artikel 22

(1) Alle roerende goederen, uitrustingen, benodigdheden, bouwmaterialen en andere voorwerpen, daaronder begrepen de voertuigen, schepen en luchtvaartuigen, bestemd om in de Verblijfstaat voor officiële diplomatieke of consulaire doeleinden te worden gebruikt, daaronder begrepen de ambtswoningen, zijn, op voorwaarde van volstrekte wederkerigheid, bij de binnenkomst in de Verblijfstaat vrijgesteld van alle opgelegde rechten of taksen ter gelegenheid of om reden van hun invoer

(2) Reisgoed, persoonlijke bezittingen en andere goederen, daaronder begrepen de voertuigen, schepen en luchtvaartuigen door een consulaire ambtenaar of een consulaire bediende in de Verblijfstaat ingevoerd en uitsluitend voor eigen gebruik of voor gebruik door zijn inwonende gezinsleden bestemd, zijn op voorwaarde van volstrekte wederkerigheid, vrijgesteld van alle ter gelegenheid of om reden van hun invoer opgelegde rechten of taksen, hetzij zij hem vergezellen wanneer hij zich bij zijn consulaire post vervoegd, bij zijn eerste aankomst of bij latere aankomsten, of hem op zijn consulaire post worden nagezonden en op gelijk welk tijdstip gedurende zijn aanstelling bij die post, worden ingevoerd.

(3) Deze bepalingen mogen wel te verstaan niet aldus worden uitgelegd als zouden zij de binnenkomst mogelijk maken in de Verblijfstaat van eender welk voorwerp waarvan de invoer in uitdrukkelijke bewoordingen door zijn wetgeving wordt verboden.

Artikel 23

De Zendstaat, zijn consulaire ambtenaren en zijn consulaire bedienden zijn ertoe gehouden de formaliteiten in acht te nemen welke door de overheden van de Verblijfstaat met betrekking tot de toepassing van de bepalingen van Titel IV van deze Overeenkomst zijn voorgeschreven.

Titel V - Algemene Bevoegdheden van de consulaire ambtenaren

Artikel 24

(1) De consulaire ambtenaren hebben het recht de onderdanen van de Zendstaat te beschermen en hun rechten en belangen te verdedigen. Te dien einde kunnen zij inzonderheid

(a) stappen doen bij de overheden van de Verblijfstaat om te verkrijgen dat de onderdanen van de Zendstaat de rechten genieten waarop zij krachtens een verdrag of anderszins aanspraak kunnen maken

(b) zich onderhouden en in verbinding treden met ieder onderdaan van de Zendstaat en hem raad verstrekken ,

(c) inlichtingen inwinnen over elk incident waardoor de belangen van een dergelijke onderdaan geschaad zijn

(d) de onderdanen van de Zendstaat bijstaan in hun betrekkingen met de gerechtelijke of administratieve overheden van de Verblijfstaat, hen helpen in hun procedures voor deze laatsten, ervoor zorgen dat, indien de wetgeving van de Verblijfstaat het toelaat, zij door een rechtsgeleerde worden bijgestaan en, met de toestemming van deze overheden, voor deze onderdanen optreden als tolk of een tolk aanwijzen.

(2) De consulaire ambtenaren kunnen, indien zij hiertoe door de wetgeving van de Zendstaat gemachtigd zijn, aan iedere rechthebbende in de Verblijfstaat alle toelagen of alle betalingen ter hand stellen die hem overeenkomstig de wetgeving van de Zendstaat verschuldigd zijn.

Artikel 25

(1) De onderdanen van de Zendstaat hebben te allen tijde het recht zich met de bevoegde consulaire ambtenaar in betrekking te stellen en behalve wanneer zij wettelijk in hechtenis zijn genomen, zich naar de consulaire post te begeven.

(2) Op het verzoek van een onderdaan van de Zendstaat die zich in hechtenis bevindt, worden de consulaire ambtenaren door de overheden van de Verblijfstaat onmiddellijk van deze hechtenis op de hoogte gebracht.

(3) De consulaire ambtenaren zijn ertoe gerechtigd

(a) zo spoedig mogelijk voorzieningen te treffen om iedere onderdaan van de Zendstaat te bezoeken, die in de Verblijfstaat in hechtenis is genomen;

(b) zich met een dergelijke onderdaan afzonderlijk te onderhouden in om het even welke taal

(c) schikkingen treffen opdat deze onderdaan voor het gerecht vertegenwoordigd wordt.

Iedere schriftelijke mededeling tussen een dergelijke onderdaan en de consulaire ambtenaar wordt onverwijld overgemaakt door toedoen van de overheden van de Verblijfstaat.

(4) De consulaire ambtenaren hebben het recht, mits de bevoegde gevangenisoverheid hierom te verzoeken en met inachtneming van het gevangenisreglement, binnen redelijke perken bezoek te brengen aan een onderdaan van de Zendstaat die veroordeeld is en een gevangenisstraf uitzit en zich met hem te onderhouden. De consulaire ambtenaren hebben eveneens het recht, in overeen -

stemming met het gevangenisreglement, mededelingen tussen deze onderdanen en andere personen te bezorgen.

Artikel 26

De consulaire ambtenaren zijn er toe gerechtigd

(a) paspoorten en andere reisbewijzen af te geven aan de onderdanen van de Zendstaat en aan iedere andere persoon die bevoegd is om ze te krijgen

(b) identiteitsbewijzen af te geven aan de onderdanen van de Zendstaat;

(c) ieder visum of ieder dokument af te geven dat toelating tot binnenkomst in de Zendstaat verleent,

(d) voor gebruik in de Zendstaat, getuigschriften van oorsprong en andere vereiste stukken voor koopwaren af te geven

(e) iedere akte, ieder dokument of iedere oorkonde van wettelijke aard, alsmede afschriften daarvan, daaronder begrepen handelsdokumenten, verklaringen, inschrijvingen, uiterste wilbeschikkingen en contracten op te maken te bekrachtigen, voor echt te verklaren, er ontvangst van te berichten, te waarmerken te legaliseren en over het algemeen alle maatregelen te nemen welke noodzakelijk worden geacht om deze stukken te vervolledigen of geldig te maken en de bekrachtigingsakten betreffende al deze stukken te ontvangen, wanneer om deze diensten wordt verzocht door een onderdaan van de Zendstaat voor gebruik buiten het grondgebied van de Verblijfstaat of door iedere persoon voor gebruik in de Zendstaat

(f) namens de rechtbanken van de Zendstaat de verklaringen te ontvangen van iedere persoon die vrijwillig als getuige optreedt in de Verblijfstaat en de eed van die personen af te nemen in overeenstemming met de wetgeving van de Zendstaat,

(g) afschriften van of uittreksel te bekomen uit officiële dokumenten die voor het publiek toegankelijk zijn.

Artikel 27

De consulaire ambtenaren zijn ertoe gemachtigd in de taal of de talen van één der Hoge Overeenkomstsluitende Partijen iedere akte of ieder stuk van welke aard dan ook, opgesteld in de taal of de talen van de andere Hoge Overeenkomstsluitende Partij te vertalen en de vertaling ervan voor eensluidend te verklaren.

Artikel 28

De consulaire ambtenaren hebben het recht

(a) iedere verklaring te ontvangen waarin de wetgeving van de Zendstaat inzake nationaliteit voorziet

(b) de geboorte of het overlijden van een onderdaan van de Zendstaat of een huwelijk, voltrokken overeenkomstig de wetgeving van de Verblijfstaat, in te schrijven, op voorwaarde dat tenminste één van de echtgenoten een onderdaan is van de Zendstaat;

(c) gerechtelijke of buitengerechtelijke akten te betekenen of rogatoire commissies uit te voeren op verzoek van de rechtbanken van de Zendstaat, overeenkomstig de speciale schikkingen welke ter zake tussen de Hoge Overeenkomstsluitende Partijen zijn getroffen.

Artikel 29

De consulaire ambtenaren zijn ertoe gerechtigd openbare kennisgevingen aan de onderdanen van de Zendstaat te richten en hun vrijwillige verklaringen te ontvangen betreffende

(a) de militaire dienstplicht

(b) ieder ander vraagstuk dat betrekking heeft op hun rechten, verplichtingen of belangen, voor zover deze kennisgevingen en verklaringen niet in strijd zijn met de wetgeving van de Verblijfstaat.

Artikel 30

De in de artikelen 26 en 27 nader bepaalde akten en dokumenten, voor echt verklaard door de bevoegde consulaire ambtenaar en bekleed met het officieel zegel van de consulaire post, gelden als officieel voor geldig verklaarde akten en dokumenten en hebben in de Verblijfstaat dezelfde bewijskracht als die welke ze zouden hebben indien ze door de bevoegde overheden van de Verblijfstaat zouden zijn opgemaakt of voor echt verklaard op voorwaarde dat ze zijn opgemaakt en voor echt verklaard, overeenkomstig de wetgeving van de Staat waar ze uitwerking moeten hebben en dat ze, indien vereist, zijn onderworpen aan de formaliteit van het zegel en van de registratie, alsmede aan alle overige formaliteiten welke ter zake zijn voorgeschreven in de Staat waar zij uitwerking moeten hebben.

Artikel 31

De bevoegde overheden van de Verblijfstaat zijn ertoe gehouden, de aangewezen consulaire ambtenaar te waarschuwen zodra zij weten dat een minderjarige of een onbekwame, die onderdaan is van de Zendstaat en die in de Verblijfstaat geen bestendig verblijf houdt, zich in de Verblijfstaat bevindt en dat zijn ouders of zijn wettelijke voogd of een andere vertegenwoordiger niet ter plaatse zijn of niet in staat zijn hem te beschermen en zijn rechten en rechtmatige belangen te behartigen en te verdedigen. In soortgelijke omstandigheden rust op de consulaire ambtenaar dezelfde verplichting de bevoegde overheden van de Verblijfstaat te waarschuwen. Bij het nemen van de geschikte wettelijke maatregelen voor de bescherming van de persoon en van de goederen van dergelijke

minderjarige of onbekwame, kunnen de bevoegde overheden van de Verblijfstaat de bijstand en de medewerking van de consulaire ambtenaar vorderen.

Artikel 32

(1) Bij overlijden op het grondgebied van de Verblijfstaat, van een onderdaan van de Zendstaat die in deze Staat geen bekend erfgenaam of geen uitvoerder van zijn laatste wilsbeschikkingen achterlaat, stelt de aangewezen plaatselijke overheid van de Verblijfstaat de bevoegde consulaire ambtenaar van de Zendstaat hiervan zo spoedig mogelijk in kennis.

(2) Een consulaire ambtenaar van de Zendstaat kan, met goedvinden van de aangewezen gerechtelijke overheden en op voorwaarde dat de bestaande plaatselijke wetgeving van toepassing in de Verblijfstaat zulks veroorlooft

(a) voorlopig de bewaring op zich nemen van de persoonlijke goederen die een overleden onderdaan van de Zendstaat heeft nagelaten, op voorwaarde dat de overledene in de Verblijfstaat geen erfgenaam noch uitvoerder van uiterste wilsbeschikkingen heeft, die door hem is aangewezen om voor zijn persoonlijke goederen zorg te dragen en op voorwaarde dat de consulaire ambtenaar van de bewaring van deze goederen afziet ten gunste van een behoorlijk aangewezen beheerder

(b) de nalatenschap beheren van een overleden onderdaan van de Zendstaat, die ten tijde van zijn overlijden niet in de Verblijfstaat verbleef, die geen uitvoerder van uiterste wilsbeschikkingen heeft en die in de Verblijfstaat geen erfgenaam heeft, op voorwaarde dat, in geval hij gemachtigd is de nalatenschap te beheren, de consulaire ambtenaar van dit beheer afziet, wanneer er een andere beheerder wordt aangesteld

(c) de belangen van een onderdaan van de Zendstaat in een nalatenschap in de Verblijfstaat vertegenwoordigen, op voorwaarde dat deze onderdaan niet in die laatste Staat verblijft en tenzij hij er op een ander manier vertegenwoordigd is of totdat hij het wordt met dienverstande echter dat generlei bepaling van deze Overeenkomst een consulaire ambtenaar ertoe machtigt als advokaat op te treden.

(3) Behoudens wettelijk verbod, kan een consulaire ambtenaar met goedvinden van de rechtbank, van de instelling of van de persoon die de verdeling doet, in ontvangst nemen met het oog op overzending aan een onderdaan van de Zendstaat, die niet in de Verblijfstaat verblijft, alle gelden of alle goederen waarop die onderdaan recht heeft ingevolge het overlijden van een andere persoon, daaronder begrepen de erfrechtelijke goederen, de betalingen verricht op grond van de wetten betreffende de schadeloosstelling van de arbeiders van de regelingen inzake pensioen en van sociale toelagen in het algemeen en de opbrengst van verzekeringspolissen. De rechtbank, de instelling of de persoon die de verdeling doet kan ondermeer eisen dat de consulaire ambtenaar de voorwaarden in acht neemt die gesteld zijn met betrekking tot

(a) het overleggen van een volmacht of andere van de onderdaan uitgaande machtiging

(b) het leveren van een voldoend bewijs waaruit blijkt dat de gelden of goederen aan de onderdaan zijn overgemaakt; en

(c) de teruggave van de gelden of goederen indien hij niet in staat is dit bewijs te leveren.

(4) Wanneer een consulaire ambtenaar de in de paragrafen (2) en (3) van dit artikel bedoelde functies uitoefent, is hij terzake onderworpen aan de wetgeving van de Verblijfstaat en aan de rechtsmacht van de gerechtelijke en administratieve overheden van die Staat.

Artikel 33

De bepalingen van deze Overeenkomst betreffende de bevoegdheden van de consulaire ambtenaren zijn niet beperkend. Een consulaire ambtenaar kan ook nog andere werkzaamheden uitoefenen op voorwaarde dat hij hierdoor niet in conflict komt met de wetgeving van de Verblijfstaat en dat de overheden van die Staat er zich niet tegen verzetten.

Artikel 34

Het is vanzelfsprekend dat in alle gevallen waarin een artikel van deze Overeenkomst aan een consulaire ambtenaar het recht toekent werkzaamheden te verrichten, het de Zendstaat is die beslist in welke mate de consulaire ambtenaar dit recht kan uitoefenen.

Titel VI - Bevoegdheden van de consulaire ambtenaren inzake zeevaart

Artikel 35

(1) De consulaire ambtenaren kunnen de schepen van de Zendstaat gedurende hun verblijf in de Verblijfstaat bijstand verlenen.

(2) Met het oog op de uitvoering van de in deze Titel opgesomde taken, kunnen de consulaire ambtenaren zich persoonlijk aan boord van het schip begeven zodra dit in de vrije vaart is toegelaten, en zich, indien zij zulks wensen, laten vergezellen van consulaire bedienden van hun consulaire post. Indien de consulaire ambtenaren de bijstand vragen van de overheden van de Verblijfstaat voor gelijk welk vraagstuk in verband met de uitvoering van deze taken, moet die bijstand worden verleend, tenzij in een bijzonder geval, speciale redenen een weigering volkomen wettigen.

(3) De kapitein en de leden van de bemanning kunnen zich met de aangewezen consulaire ambtenaar in betrekking stellen en, mits de wetgeving van de Verblijfstaat inzake inwijking in acht te nemen, zich naar de consulaire post begeven.

Artikel 36

De consulaire ambtenaren kunnen

(a) de kapitein en de bemanning van een schip van de Zendstaat ondervragen, de scheepspapieren onderzoeken en viseren, de verklaringen betreffende de reis van het schip en zijn bestemming ontvangen en, over het algemeen, de binnenkomst, het verblijf in de haven en het vertrek van het schip vergemakkelijken

(b) alle voorzieningen treffen voor de aanwerving of ontslagname van de kapitein of van elk lid van de bemanning

(c) alle voorzieningen treffen om de opneming in een ziekenhuis of de repatriëring van de kapitein of van ieder lid van de bemanning te verzekeren

(d) iedere verklaring of ieder ander door de wetgeving van de Zendstaat voorgeschreven dokument betreffende de nationaliteit, de eigendom en de hypotheken, de staat en de uitbating van een schip van die Staat ontvangen, opstellen of ondertekenen

(e) alle voorzieningen treffen voor de handhaving van de orde en de tucht aan boord van het schip

(f) alle voorzieningen treffen overeenkomstig de wetgeving van de Zendstaat inzake zeevaart

(g) hulp en bijstand verlenen aan de kapitein en aan de leden van de bemanning van een schip van de Zendstaat in hun betrekkingen met de rechtbanken en de overheden van de Verblijfstaat te dien einde kunnen de consulaire ambtenaren de nodige voorzieningen treffen met het oog op de bijstand van een advokaat

en de tussenkomst van een tolk.

Artikel 37

(1) De overheden van de Verblijfstaat zijn bevoegd hun rechtsmacht uit te oefenen wanneer het gaat om

(a) misdrijven, gepleegd aan boord van een schip van de Zendstaat, die een ernstig karakter vertonen of die de rust of de veiligheid van de haven bedreigen of inbreuk plegen op de wetgeving van de Verblijfstaat inzake veiligheid van de Staat, openbare gezondheid, toegang van vreemdelingen, beveiliging van mensenlevens op zee, douane- of andere soortgelijke vraagstukken; of

(b) andere misdrijven gepleegd aan boord van een schip van de Zendstaat;

(1) door of tegen een onderdaan van de Verblijfstaat of

(2) door of tegen iedere andere persoon, op voorwaarde dat die persoon niet de kapitein noch een bemanningslid is; of

(c) om het even welk misdrijf gepleegd aan boord van een schip van de Zendstaat, op voorwaarde dat hun tussenkomst geschiedt op verzoek van de consulaire ambtenaar of met zijn toestemming

(2) Wanneer in de gevallen bepaald in paragraaf (1) van dit artikel, de overheden van de Verblijfstaat beslissen een persoon aan te houden of te ondervragen, een zaak in beslag te nemen of een officieel onderzoek aan boord van een schip in te stellen, moet de kapitein of ieder officier die in zijn naam optreedt, in de gelegenheid worden gesteld de consulaire ambtenaar hiervan op de hoogte te brengen en, behalve indien dit niet mogelijk is wegens het dringend karakter van de zaak, hem tijdig genoeg te verwittigen zodat hij aanwezig kan zijn. Indien de consulaire ambtenaar niet aanwezig of vertegenwoordigd is geweest, heeft hij het recht, op zijn verzoek, vanwege de overheden van de Verblijfstaat, volledige inlichtingen nopens de getroffen maat-

regelen te krijgen.

(3) De door de overheden van de Verblijfstaat gedane gebruikelijke onderzoeken in verband met de veiligheid van de Staat, de openbare gezondheid, de toegang van vreemdelingen, de beveiliging van mensenlevens op zee en douanezaken, evenmin als de aanhouding van het schip of van een gedeelte van zijn lading ingevolge een burgerlijke of een handelsvordering voor de rechtbanken van de Verblijfstaat, worden niet aangetast door de bepalingen van dit artikel.

Artikel 38

(1) Onder voorbehoud van de machtiging van de kapitein van het schip kan een consulair ambtenaar zich aan boord van ieder schip begeven, ongeacht de vlag waaronder het vaart, dat bestemd is voor een haven van de Zendstaat, ten einde er inlichtingen in te winnen die hem in staat moeten stellen de stukken welke krachtens de wetgeving van de Zendstaat vereist zijn voor de binnenkomst van het schip in de havens van die Staat, op te maken en geldig te verklaren en aan de bevoegde overheden van de Zendstaat alle inlichtingen nopens gezondheids- of andere aangelegenheden die zij gevraagd hebben te verstrekken.

(2) Bij het uitoefenen van de rechten die hem bij dit artikel zijn toegekend moet de consulaire ambtenaar de grootst mogelijke spoed betrachten.

Artikel 39

(1) Wanneer een schip van de Zendstaat schipbreuk lijdt in de Verblijfstaat of wanneer voorwerpen, deel uitmakend van de lading van een verongelukt schip van een derde Staat, doch toebehorend aan een onderdaan van de Zendstaat, worden aangetroffen op of voor de kust van de Verblijfstaat of in een haven van die Staat worden binnengebracht, dienen de bevoegde overheden van de Verblijfstaat de consulaire ambtenaar hiervan zo spoedig mogelijk in kennis te stellen.

(2) De overheden van de Verblijfstaat zijn ertoe gehouden de nodige maatregelen te nemen voor de beveiliging van het schip dat schipbreuk heeft geleden, van de mensenlevens aan boord, van de lading en van de overige goederen die zich aan boord bevinden, alsmede om plunderingen of wanordelijkheden aan boord van het schip te voorkomen en te doen ophouden. Deze maatregelen dienen ook genomen voor zaken die deel uitmaken van het schip of van zijn lading en die van het schip zijn gescheiden. Indien mogelijk, worden deze maatregelen genomen in samenwerking met de kapitein van het schip en met de consulaire ambtenaar of zijn vertegenwoordiger

(3) Wanneer een schip van de Zendstaat, dat schipbreuk heeft geleden, of voorwerpen toebehorend aan of deel uitmakend van dit schip, op of voor de kust van de Verblijfstaat worden aangetroffen of in een haven van die Staat worden binnengebracht en wanneer noch de kapitein noch de eigenaar van het schip of diens agent, noch de verzekeraars ter plaatse zijn of maatregelen kunnen treffen voor de bewaring of de bestemming ervan, is de bevoegde consulaire ambtenaar gemachtigd om als vertegenwoordiger van de eigenaar van het schip de maatregelen te nemen die de eigenaar uit dezelfde overwegingen had kunnen nemen indien hij ter plaatse ware geweest, zich daarbij schikkend naar de wetgeving van de Verblijfstaat.

(4) Wanneer voorwerpen die deel uitmaken van de lading van een schip dat schipbreuk leed (behalve van een schip der Verblijfstaat) en welke toebehoren aan een onderdaan van de Zendstaat, gevonden worden op of voor de kust van de Verblijfstaat of binnengebracht worden in een haven van die Staat en wanneer noch de kapitein van het schip noch de eigenaar van de voorwerpen of zijn agent, noch de verzekeraars zich ter plaatse bevinden of maatregelen kunnen nemen voor de bewaring of de bestemming van deze voorwerpen, is de bevoegde consulaire ambtenaar gemachtigd als vertegenwoordiger van de eigenaar

43-377 O - 75 - 10

de maatregelen te nemen die deze laatste uit dezelfde overwegingen had kunnen nemen indien hij ter plaatse ware geweest zich daarbij schikkend naar de wetgeving van de Verblijfstaat.

(5) Geen enkel douanerecht(met inbegrip van de andere rechten geheven naar aanleiding of om reden van de invoer van koopwaren in de Verblijfstaat) mag door de overheden van die Staat worden geheven op de lading, de voorraden, de uitrusting en inrichtingen van, of de voorwerpen vervoerd door het schip dat schipbreuk leed of er deel van uitmakend, tenzij ze worden uitgeladen om in de Verblijfstaat te worden gebruikt of verbruikt; evenwel kunnen deze overheden, indien zij het geraadzaam achten, waarborgen eisen met het oog op de vrijwaring van de belangen van de Schatkist met betrekking tot dergelijke koopwaren.

(6) Geen belasting noch last (andere dan de douanerechten wanneer zij van toepassing zijn overeenkomstig paragraaf (5) van dit artikel) mag door de overheden van de Verblijfstaat worden geheven ten aanzien van het schip dat schipbreuk leed, van alle zich aan boord bevindende goederen of van zijn lading, tenzij belastingen en lasten van dezelfde soort en van hetzelfde bedrag als die welke in gelijksoortige omstandigheden ten aanzien van de schepen van de Verblijfstaat of met betrekking tot deze schepen worden geheven.

Artikel 40

Bij overlijden van de kaptein of van een lid van de bemanning van een schip van de Zendstaat aan boord van het schip, terwijl het zich in de Verblijfstaat bevindt, heeft de kapitein of zijn plaatsvervanger het recht het niet betaalde loon en de persoonlijke bezittingen van de afgestorvene die zich aan boord van het schip bevinden, te bewaren ten einde ze terug te zenden naar de Zendstaat voor de vereffening van de nalatenschap overeenkomstig zijn wetgeving. Dit recht bestaat slechts in het geval dat de overledene een onderdaan is van de Zend-

staat en bij ontstentenis van een behoorlijk gemachtigde uitvoerder van uiterste wilsbeschikkingen of beheerder in de Verblijfstaat.

Titel VII - Algemene bepalingen

Artikel 41

De consulaire ambtenaren bevorderen de ontwikkeling van de economische handels- en culturele betrekkingen tussen de Zendstaat en de Verblijfstaat.

Artikel 42

Bij de uitoefening van hun officiële functie kunnen de consulaire ambtenaren zich tot de bevoegde overheden van hun consulair ressort wenden en met hen in briefwisseling treden. Zij kunnen zich slechts rechtstreeks tot het Ministerie van Buitenlandse Zaken of tot het Staatsdepartement, naar gelang het geval, wenden bij ontstentenis van iedere diplomatieke ambtenaar van de Zendstaat.

Artikel 43

Ter gelegenheid van de uitoefening van zijn officiële functie kan een consulair-ambtenaar de door de Zendstaat vastgestelde rechten en taksen innen. De aldus geïnde rechten en taksen moeten zonder beperking in de munt van de Zendstaat kunnen worden omgewisseld en getransfereerd.

Artikel 44

De artikelen 5, 8 (paragrafen (4) en (5)) 9 (paragraaf (2)) 10 13 (paragraaf (3) littera (a) en (b) 14 17 (paragrafen (2) en (4)) 20 (paragraaf (1) littera (b)) 21 (paragraaf (4)) en 45 (paragraaf (1)) (met uitsluiting van de in paragraaf (1) van artikel 8 bepaalde immuniteit), 45 (paragrafen (2) en (3)) van deze Overeenkomst zijn van toepassing op de personen die verbonden zijn

aan de huishoudelijke dienst van een consulaire post van de Zendstaat.

Artikel 45

(1) De consulaire ambtenaren of de consulaire bedienden die onderdanen zijn van of hun bestendig verblijf hebben in de Verblijfstaat of die een op particulier gewin gerichte bezigheid in die Staat uitoefenen, genieten slechts de in paragraaf (1) van artikel 8 en in paragraaf (2) van artikel 9 van deze Overeenkomst bepaalde immuniteiten, tenzij hun door de Verblijfstaat bijkomende faciliteiten, voorrechten en immuniteiten worden toegestaan.

(2) (a) De gezinsleden van de in paragraaf (1) van dit artikel bedoelde personen genieten slechts de faciliteiten, voorrechten en immuniteiten die hun door de Verblijfstaat worden toegestaan.

(b) De gezinsleden van de consulaire ambtenaren of consulaire bedienden, die zelf onderdanen zijn van- of hun bestendig verblijf hebben in de Verblijfstaat, genieten slechts de faciliteiten, voorrechten en immuniteiten die de Verblijfstaat hun eventueel zou toestaan.

(3) De Verblijfstaat oefent zijn rechtsbevoegdheid op de in de paragrafen (1) en (2) van dit artikel bedoelde personen derwijze uit dat de waarneming van de consulaire functie er niet nodeloos door gehinderd wordt.

(4) Paragraaf (1) van artikel 7 van deze Overeenkomst is van toepassing op de consulaire ambtenaren die onderdanen zijn van of hun bestendig verblijf hebben in de Verblijfstaat of die in die Staat een op persoonlijk gewin gerichte bezigheid uitoefenen.

Artikel 46

Geschillen betreffende de uitlegging of de toepassing van deze Overeenkomst worden geregeld bij middel van onderhandeling. Geschillen die niet door onderhandeling zijn geregeld, kunnen op het initiatief van de ene of de

andere der Hoge Overeenkomstsluitende Partijen ter beslechting voor het Internationaal Gerechtshof worden gebracht, op voorwaarde

(a) dat geen der Partijen aan de rechtsmacht van het Hof een vraag onderwerpt die door de Overeenkomst wordt overgelaten aan de vrije beslissing van de ene of de andere der Partijen , en

(b)dat geen der Partijen een geschil aan de rechtsmacht van het Hof onderwerpt alvorens alle daarop betrekking hebbende rechtsmiddelen op het grondgebied van de andere Partij zijn uitgeput.

Artikel 47

Deze Overeenkomst vervangt en maakt een einde aan de Overeenkomst tussen de Verenigde Staten van Amerika en België betreffende de rechten, voorrechten en immuniteiten van de consulaire ambtenaren ondertekend op 9 maart 1880 te Washington.

Artikel 48

(1) Deze Overeenkomst moet worden bekrachtigd en de bekrachtingsakten zullen te Brussel worden uitgewisseld. Zij treedt in werking op de dertigste dag na de datum van uitwisseling der bekrachtingsakten.

(2) De Overeenkomst blijft van kracht tot bij het verstrijken van een termijn van zes maanden te rekenen van de datum waarop één der Hoge Overeenkomstsluitende Partijen de andere van haar voornemen in kennis stelt er een einde aan te maken.

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

DONE in duplicate at Washington, this 2nd day of September, 1969 in the English, French and Dutch languages, all language versions being equally authentic

EN FOI DE QUOI, les Plénipotentiaires respectifs ont signé la présente Convention et l'ont revêtue de leurs sceaux.

FAIT en double exemplaire à Washington, le 2 septembre 1969, dans les langues anglaise, française et néerlandaise, toutes les versions dans ces différentes langues faisant également foi.

TEN BLIJKE WAARVAN, de respectieve Gevolmachtigden deze Overeenkomst ondertekend en van hun zegel hebben voorzien.

GEDAAN in tweevoud te Washington, op heden de 2de September 1969, in de Engelse, de Franse en de Nederlandse taal, alle versies in deze onderscheidene talen zijnde gelijkelijk rechtsgeldig.

FOR THE PRESIDENT OF THE UNITED STATES OF AMERICA.
POUR LE PRESIDENT DES ETATS-UNIS D'AMERIQUE.
VOOR DE PRESIDENT VAN DE VERENIGDE STATEN VAN AMERIKA.

[1]

[SEAL]

FOR HIS MAJESTY THE KING OF THE BELGIANS.
POUR SA MAJESTE LE ROI DES BELGES.
VOOR ZIJNE MAJESTEIT DE KONING DER BELGEN:

[2]

[SEAL]

[1] William P Rogers
[2] Baron Scheyven

[EXCHANGES OF NOTES]

AMBASSADE
DE
BELGIQUE

WASHINGTON D.C., *le 2 septembre 1969* [1]

MONSIEUR LE SECRÉTAIRE D'ETAT,

Au moment de signer la Convention consulaire entre nos deux pays, j'ai l'honneur, au nom de mon Gouvernement, d'attirer l'attention de Votre Excellence sur ce qui suit.

Aux termes du Traité d'Union economique Benelux signé a La Haye le 3 fevrier 1958, la Belgique, le Grand-Duche de Luxembourg et les Pays-Bas se sont engagés notamment a appliquer, sous des conditions identiques, un régime commun en matière de franchises à l'importation au bénéfice des missions diplomatiques, des postes consulaires, des agents diplomatiques, des fonctionnaires consulaires de carrière, des membres du personnel administratif et technique des missions diplomatiques et des employés consulaires etrangers.

Je dois, par consequent, en vue de preciser la portée des mots "sur une base de stricte reciprocité" qui figurent dans les paragraphes (1) et (2) de l'article 22 de la Convention consulaire, informer Votre Excellence qu'actuellement les franchises prevues a l'importation en matière de droits et taxes.

1) au paragraphe (1) dudit article 22, a l'égard des matériaux de construction, ne sont susceptibles d'être consenties en ce qui concerne les fins diplomatiques, que dans la mesure ou ces matériaux sont exclusivement destines a la construction ou a la réparation des immeubles des missions diplomatiques, a l'exclusion des résidences,

2) au paragraphe (1) dudit article 22 ne sont susceptibles d'être consenties, en ce qui concerne les fins consulaires, que pour les articles destines a l'usage officiel des postes consulaires, et pour autant qu'il s'agisse

a) d'emblèmes et documents officiels et de mobiliers et fournitures de bureau, expediés par l'Etat d'envoi ou en son nom a un poste consulaire,
b) de véhicules, navires et aeronefs, et pour autant que le poste consulaire interessé soit dirige par un fonctionnaire consulaire de carrière qui remplit personnellement les conditions attachées a l'obtention des franchises prévues au paragraphe (2) de l'article 22 de la Convention consulaire,
c) d'articles cultives, produits ou fabriques dans l'Etat d'envoi et destinés a être exposés dans les locaux d'un poste consulaire, comme echantillons commerciaux, pourvu qu'ils soient ultérieurement réexportes ou détruits,

[1] **For the English language text, see p. 148.**

3) au bénéfice des fonctionnaires et employés consulaires en vertu du paragraphe (2) dudit article 22 ne sont consenties que si la personne intéressée est un fonctionnaire consulaire de carrière ou un employé consulaire qui n'est pas ressortissant ni résident permanent de l'Etat de résidence et n'exerce pas une occupation privée de caractère lucratif dans cet Etat.

Il résulte, d'autre part, du Traité d'Union économique Benelux que si les biens et autres articles y compris les véhicules, navires et aéronefs, qui ont été admis au bénéfice des dispositions de l'article 22 de la Convention consulaire, sont transférés, cédés ou donnés en usage à des tiers, non bénéficiaires d'une exemption, la franchise accordée en vertu dudit article 22 cesse d'être applicable et les impôts en jeu deviennent exigibles dans le chef de celui à qui la franchise a été accordée lors de l'importation.

Enfin, au cas où les obligations résultant dudit Traité devaient amener à l'avenir le Gouvernement belge à modifier la portée actuelle de l'article 22 de la Convention consulaire, le Gouvernement belge en informera aussitôt le Gouvernement des Etats-Unis d'Amérique.

Je saisis cette occasion de présenter à Votre Excellence l'assurance de ma très haute considération.

L'Ambassadeur de Belgique,

BARON SCHEYVEN

Baron Scheyven

A Son Excellence
MONSIEUR LE SECRÉTAIRE D'ETAT,
Washington D.C.

Dutch Text of the Belgian Note

AMBASSADE
VAN
BELGIE

WASHINGTON D C., *2 september 1969*

MIJNHEER DE STAATSSECRETARIS,

Naar aanleiding van de ondertekening van de Consulaire Overeenkomst tussen onze beide landen heb ik de eer in naam van mijn Regering de aandacht van Uwe Excellentie te vestigen op hetgeen volgt.

Naar luid van het Verdrag van de Benelux Economische Unie, ondertekend te Den Haag op 3 februari 1958, hebben België, het Groothertogdom Luxemburg en Nederland er zich namelijk toe verbonden onder dezelfde voorwaarden een gemeenschappelijke regeling toe te passen inzake vrijstelling van invoerrechten ten gunste

van diplomatieke zendingen, consulaire posten, diplomatieke ambtenaren, beroepsconsulaire ambtenaren, leden van het administratief en technisch personeel van de diplomatieke zendingen en vreemde consulaire bedienden.

Ten einde de juiste betekenis van de woorden "op voorwaarde van volstrekte wederkerigheid" die in de paragrafen (1) en (2) van artikel 22 van de Consulaire Overeenkomst voorkomen toe te lichten, moet ik Uwe Excellentie ervan in kennis stellen dat op dit ogenblik de vrijstelligen van rechten en taksen bij de invoer als bedoeld.

1) in paragraaf (1) van het voornoemde artikel 22 ten aanzien van bouwmaterialen, slechts kunnen worden toegestaan, wat de diplomatieke doeleinden betreft waarvoor ze worden gebruikt, voor zover die materialen uitsluitend worden gebezigd voor het bouwen of herstellen van de gebouwen der diplomatieke zendingen, met uitsluiting van de ambtswoningen,

2) in paragraaf (1) van het voornoemde artikel 22, slechts kunnen worden toegestaan, wat de consulaire doeleinden betreft, ten aanzien van de benodigdheden die door de consulaire posten voor officiële doeleinden worden gebruikt en dan nog voor zover het gaat om

a) officiële emblemen en documenten en kantoorbenodigdheden en meubilair die door de Zendstaat of uit zijn naam aan een consulaire post worden toegezonden,

b) voertuigen, schepen en luchtvaartuigen, en zulks voor zover aan het hoofd van de betrokken consulaire post een beroepsconsulaire ambtenaar staat die persoonlijk de voorwaarden vervult waarvan de in paragraaf (2) van artikel 22 van de Consulaire Overeenkomst bedoelde vrijstellingen afhankelijk zijn gesteld,

c) in de Zendstaat geteelde, geproduceerde of gefabriceerde waren die bestemd zijn om in de consulaire gebouwen als handelsmonsters te worden tentoongesteld, mits zij achteraf opnieuw uitgevoerd of vernietigd worden,

3) op grond van paragraaf (2) van het voornoemde artikel 22 ten gunste van consulaire ambtenaren en bedienden slechts worden toegestaan als de belanghebbende een beroepsconsulair ambtenaar of een consulair bediende is die geen onderdaan is van of geen bestendig verblijf heeft in de Verblijfstaat of geen op particulier gewin gerichte bezigheid in die Staat uitoefent.

Verder blijkt uit het Verdrag tot oprichting van de Benelux Economische Unie dat, wanneer de goederen en andere voorwerpen, daaronder begrepen voertuigen, schepen en luchtvaartuigen, die bij toepassing van de bepalingen van artikel 22 van de Consulaire Overeenkomst vrij ingevoerd zijn, worden overgedragen, overgedaan of in bruikleen afgestaan aan derden die geen vrijstelling genieten, de op grond van het voornoemde artikel 22 toegestane vrijstelling niet meer van toepassing is en de desbetreffende belastingen kunnen worden

opgevorderd en wel ten bezware van hem aan wie bij de invoer de vrijstelling is toegestaan.

Bijaldien, ten slotte, de uit het voornoemde Verdrag voortvloeiende verplichtingen de Belgische Regering in de toekomst ertoe zouden nopen de huidige strekking van artikel 22 van de Consulaire Overeenkomst te wijzigen, zal de Belgische Regering onverwijld de Regering van de Verenigde Staten van Amerika daarvan in kennis stellen.

Uwe Excellentie gelieve de verzekering mijner zeer bijzondere hoogachting wel te willen aanvaarden.

De Ambassadeur van België,

BARON SCHEYVEN

Baron Scheyven

Aan Zijne Excellentie
de HEER STAATSSECRETARIS,
Washington, D C

DEPARTMENT OF STATE
WASHINGTON

SEPTEMBER 2, 1969

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of September 2, 1969, which reads as follows.

"At the time of signing the Consular Convention between our two countries, I have the honor to draw the attention of Your Excellency to the following:

Under the terms of the Benelux Treaty of Economic Union, signed at The Hague on February 3, 1958, Belgium, [1] the Grand Duchy of Luxembourg and the Netherlands undertook in particular to apply, under identical conditions, a common system of exemptions with respect to the importation of articles for diplomatic missions, consular posts, diplomatic agents, career consular officers, members of the administrative and technical staff of diplomatic missions, and foreign consular employees.

Consequently, with a view to clarifying the meaning of the words 'on a basis of strict reciprocity,' which appear in Article 22, paragraphs (1) and (2) of the Consular Convention, I am to inform Your Excellency that at present, exemptions from duties and taxes on imports provided

[1] 381 UNTS 165.

(1) in Article 22, paragraph (1), on construction materials, may be granted, for diplomatic purposes, only to the extent that such materials are intended exclusively for the construction or repair of the buildings of diplomatic missions, excluding residences,

(2) in Article 22, paragraph (1), may be granted, as regards consular purposes, only on articles intended for the official use of consular posts, and to the extent that such articles are.

(a) official emblems and documents and office furnishings and supplies, shipped by the sending state, or in its name, to a consular post,

(b) vehicles, vessels and aircraft, to the extent that the consular post in question is headed by a career consular officer who personally fulfills the conditions for obtaining the exemptions referred to in Article 22, paragraph (2) of the Consular Convention,

(c) articles grown, produced or manufactured in the sending state and intended for display in the premises of a consular post as commercial samples, provided that they are subsequently re-exported or destroyed,

(3) for the benefit of consular officers and consular employees under Article 22, paragraph (2), may be granted only if the person concerned is a career consular officer or a consular employee who is not a citizen or a permanent resident of the state in which he is residing and does not deal in any private occupation being of a profitable nature in this state.

Moreover it follows from the Benelux Treaty of Economic Union that, if goods and other articles, including vehicles, vessels and aircraft, admitted under Article 22 of the Consular Convention, are transferred, conveyed or lent to third parties who do not enjoy exemption, the exemption granted under the aforementioned Article 22 ceases to apply, and the taxes in question become payable by the person to whom the exemption was granted at the time of importation.

Lastly, in the event that obligations arising out of the aforementioned Treaty lead the Government of Belgium in future to alter the present scope of Article 22 of the Consular Convention, the Government of Belgium will immediately so inform the Government of the United States of America."

I am authorized to inform Your Excellency that my Government is happy to take due note of these provisions.

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

WILLIAM P ROGERS

His Excellency
BARON SCHEYVEN
Ambassador of Belgium.

AMBASSADE
DE
BELGIQUE

WASHINGTON D.C., *le 2 septembre 1969* [1]

MONSIEUR LE SECRÉTAIRE D'ETAT,

Au moment de signer la Convention consulaire entre nos deux pays, j'ai l'honneur, au nom de mon Gouvernement, de proposer à Votre Excellence ce qui suit.

Dès l'entrée en vigueur de la Convention et aussi longtemps qu'elle le restera, chacune des Hautes Parties contractantes accordera, sans préjudice des droits et avantages qui leur sont acquis en vertu du droit coutumier international ou de conventions en vigueur entre les Hautes Parties contractantes, aux agents diplomatiques et aux membres du personnel administratif et technique de la mission diplomatique de l'autre Partie, dont la désignation aura été dûment notifiée par la voie diplomatique, un traitement non moins favorable que celui prévu respectivement pour les fonctionnaires consulaires et pour les employés consulaires, par les Titres III et IV et l'article 45 de la Convention.

De même, les membres du personnel de service de la mission diplomatique de chaque Partie bénéficieront d'un traitement non moins favorable que celui prévu à l'article 44 de la Convention.

Je saisis cette occasion de présenter à Votre Excellence l'assurance de ma très haute considération.

L'Ambassadeur de Belgique,

BARON SCHEYVEN

Baron Scheyven

A Son Excellence
MONSIEUR LE SECRÉTAIRE D'ETAT,
Washington D.C.

Dutch Text of the Belgian Note

AMBASSADE
VAN
BELGIE

WASHINGTON D C., *2 september 1969*

MIJNHEER DE STAATSSECRETARIS,

Naar aanleiding van de ondertekening van de Consulaire Overeenkomst tussen onze beide landen, heb ik de eer in naam van mijn Regering Uwe Excellentie het volgende voor te stellen.

[1] For the English language text, see p. 151.

Vanaf het van kracht worden van deze Overeenkomst en zolang ze van kracht zal blijven, zal ieder der Hoge Verdragsluitende Partijen, zonder afbreuk te doen aan de krachtens het internationaal gewoonterecht of van kracht zijnde overeenkomsten tussen de Hoge Verdragsluitende Partijen verworven rechten en voordelen aan de diplomatieke ambtenaren en aan de leden van het administratief en technisch personeel van de diplomatieke zending van de andere Partij, van wier aanstelling langs diplomatieke weg behoorlijk kennis zal zijn gegeven een behandeling toekennen die niet minder gunstig zal zijn dan die welke respectievelijk aan de consulaire ambtenaren en aan de consulaire bedienden door de Titels III en IV en artikel 45 van de Overeenkomst is toegekend.

Tevens zullen de leden van het dienstpersoneel van de diplomatieke zending van iedere Partij een behandeling genieten die niet minder gunstig is dan die waarin artikel 44 van de Overeenkomst voorziet.

Uwe Excellentie gelieve de verzekering mijner zeer bijzondere hoogachting wel te willen aanvaarden.

De Ambassadeur van België,

BARON SCHEYVEN

Baron Scheyven

Aan Zijne Excellentie
de HEER STAATSSECRETARIS,
Washington D.C

DEPARTMENT OF STATE
WASHINGTON
SEPTEMBER 2, 1969

EXCELLENCY

I have the honor to acknowledge receipt of Your Excellency's note of September 2, 1969, which reads as follows.

"At the time of signing the Consular Convention between our two countries, I have the honor to propose the following·

From the entry into force of the Convention, and for as long as it remains in force, each of the high Contracting Parties without prejudice to the rights and advantages which it enjoys under the terms of customary international law, or of agreements in force between the High Contracting Parties, will accord to diplomatic agents and to members of the administrative and technical staff of the diplomatic mission of the other Party, whose appointment has been duly notified through diplomatic channels, treatment no less favorable than that prescribed for consular officers and for consular employees, respectively, in Titles III and IV and in Article 45 of the Convention.

Similarly, members of the service staff of the diplomatic mission of each Party will enjoy treatment no less favorable than that prescribed in Article 44 of the Convention."

I am authorized to inform Your Excellency that the terms of this note meet with the approval of the United States Government.

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

WILLIAM P ROGERS

His Excellency
BARON SCHEYVEN,
Ambassador of Belgium.

ITALY

Trade: Cotton Velveteen Fabrics

Agreement effected by exchange of notes
Signed at Washington January 9, 1974;
Entered into force January 9, 1974;
Effective October 1, 1973.

The Secretary of State to the Italian Ambassador

DEPARTMENT OF STATE
WASHINGTON

JANUARY 9, 1974

EXCELLENCY:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles, done at Geneva on December 20, 1973, and to the agreement between Italy and the United States of America regarding exports of cotton velveteen fabrics from Italy to the United States effected by the exchanges of notes dated October 19, 1966, and December 30, 1970.[1] I also have the honor to propose the following new agreement regarding cotton velveteen fabrics.

1. The term of this agreement shall be from October 1, 1973, through September 30, 1974. During the term of this agreement, the Government of Italy shall limit its exports of cotton velveteen fabrics from Italy to the United States to 2,486,684 square yards.
2. Either government may terminate this agreement effective at the end of the agreement year by written notice to the other government to be given at least 90 days prior to the end of such agreement year. Either government may at any time propose revisions in the terms of this agreement.

---

[1] TIAS 6191, 7014; 17 UST 2433; 21 UST 2717.

If this proposal is acceptable to the Government of Italy, I further have the honor to propose that this note and your reply on behalf of the Government of Italy shall constitute an agreement between the Government of the United States of America and the Government of Italy.

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

For the Secretary of State:

JULIUS L. KATZ

His Excellency
EGIDIO ORTONA,
Ambassador of Italy.

The Italian Ambassador to the Secretary of State

AMBASCIATA D'ITALIA
WASHINGTON, D.C.

JANUARY 9, 1974

EXCELLENCY:

I have the honor to acknowledge receipt of your note of January 9, 1974 proposing that the agreement between Italy and the United States regarding exports of cotton velveteen fabrics from Italy to the United States effected by exchange of notes dated October 19, 1966 and December 30, 1970, be replaced with the following new agreement:

1. The term of this agreement shall be from October 1, 1973, through September 30, 1974. During the term of this agreement, the Government of Italy shall limit its exports of cotton velveteen fabrics from Italy to the United States to 2,486,684 square yards.
2. Either Government may terminate this agreement effective at the end of the agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this agreement.

I have the honor to inform your Excellency that the proposal is acceptable to the Government of Italy. Consequently, it is agreed that your note and this note of acceptance shall constitute a new agreement

between the Government of Italy and the Government of the United States.

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

The Ambassador of Italy

E ORTONA

Egidio Ortona

His Excellency
HENRY A. KISSINGER
Secretary of State
Washington D.C

[RELATED NOTE]

AMBASCIATA D'ITALIA
WASHINGTON, D.C.

JANUARY 9, 1974

EXCELLENCY

Following the exchange of notes, dated January 9, 1974, concerning the renewal of the agreement for exports of cotton velveteen fabrics from Italy to the United States, I have the honor to inform that I have been instructed by my Government to notify you that the above mentioned agreement does not prejudice in any way the position of the Italian Government in particular and of the E.E.C. in general with regard to voluntary limiting agreements.

Accept, Excellency, the assurance of my highest consideration.

The Ambassador of Italy

E ORTONA

Egidio Ortona

His Excellency
HENRY A. KISSINGER
Secretary of State
Washington D.C

43-377 O - 75 - 11

BOLIVIA

Agricultural Commodities

Agreement signed at La Paz December 20, 1972,
Entered into force December 20, 1972.
And amending agreements
Effected by exchange of notes
Signed at La Paz November 9, 1973,
Entered into force November 9, 1973.
And exchange of notes
Signed at La Paz December 28, 1973,
Entered into force December 28, 1973.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF BOLIVIA FOR SALES OF AGRICULTURAL COMMODITIES.

The Government of the United States of America and the Government of Boliva have agreed to the sale of agricultural commodities specified below This Agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit Annex of the April 29, 1971 Agreement, [1] and the following Part II.

CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE BOLIVIA PARA LA VENTA DE PRODUCTOS AGRICOLAS.

El gobierno de los Estados Unidos de América y el gobierno de Bolivia han acordado la venta de los productos agrícolas especificados a continuación. Este Convenio consiste en el preámbulo, Partes I y III y el Anexo de Crédito de Moneda Local Convertible del Convenio firmado el 29 de abril de 1971 y la Parte II siguiente.

---

[1] TIAS 7231, 22 UST 1861.

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table

Commodity	Supply Period (Calendar Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat/ Wheat Flour	1973	100, 000	$8. 89
Tobacco/ Tobacco Products	1973	432	1. 05
		TOTAL	$9. 94

ITEM II. Payment Terms.

Convertible Local Currency Credit

1. Initial Payment—5 percent
2. Currency Use Payment—5 percent of the dollar amount of the financing by the Government of the exporting country under this Agreement is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this Agreement. No demand for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation under this Agreement.
3. Number of Installment Payments. 18

PARTE II - PROVISIONES ESPECIALES

ITEM I. Tabla de Productos

Producto	Período de Abastecimiento (Año Calendario)	Cantidad Máxima Aproximada (Toneladas métricas)	Valor máximo en el mercado de Exportación (millones de US$)
Trigo/Harina de Trigo	1973	100, 000	$8. 89
Tabaco/ Productos de Tabaco	1973	432	1. 05
		TOTAL	$9. 94

ITEM II. Condiciones de Pago

Crédito de Convertibilidad a Moneda Local

1. Pago Inicial—5 por ciento
2. El 5% del valor en dólares del financiamiento por el gobierno del país exportador bajo este Convenio, será pagadero a pedido del gobierno del país exportador, en montos que él determine y en conformidad con el párrafo 6 del Anexo de Crédito de Moneda Local Convertible aplicable a este Convenio. No se efectuará ninguna solicitud de pago por parte del gobierno del país exportador antes del primer desembolso por parte de la Commodity Credit Corporation (CCC) bajo Convenio.
3. Número de cuotas a pagarse. 18

4. Amount of Each Installment Payment. approximately equal annual installments.
5. Due Date of First Installment Payment. 4 years from date of last delivery in each calendar year.
6. Initial Interest Rate. 2 percent
7 Continuing Interest Rate. 3 percent

ITEM III. Usual Marketing Table

Commodity	Import Period (Calendar year)	Usual Marketing Requirement (Metric Tons)
Wheat/ Wheat Flour	1973	116,000
Tobacco/ Tobacco Products	1973	484 (of which at least 417 MT must be imported from the USA)

ITEM IV Export Limitations

A. With respect to each commodity financed under this Agreement, the export limitation period for the same commodity shall be United States Calendar Year 1973, or any subsequent calendar year during which said commodities financed under this Agreement are being imported or utilized, whichever is later.

4. Monto de cada cuota. aproximadamente sumas anuales iguales.
5. Fecha de vencimiento del primer pago Cuatro años después de la fecha de la última entrega de productos en cada año calendario.
6. Tasa de interés inicial. 2 por ciento
7 Tasa de interés subsiguiente. 3 por ciento

ITEM III. Tabla del Mercado Normal

Producto	Período de Importación (año calendario)	Requisito Normal del Mercado (toneladas métricas)
Trigo/ harina de trigo	1973	116,000
Tabaco/ Productos de Tabaco	1973	484 (de las cuales por lo menos 417 TM deben ser importadas de los Estados Unidos de América)

ITEM IV Limitaciones en al Exportación

A. Con relación a cada producto financiado bajo el presente Convenio, el periódo de limitación en la exportación para tal producto sera el año calendario de los Estados Unidos 1973, o cualquier año calendario subsiguiente, durante el cuál dichos productos financiados bajo este Convenio estén siendo importa-

B. For the purpose of Part I Article III A_3 of the Agreement, the commodities considered to be same as the commodities financed under this Agreement are. for wheat/wheat flour—wheat, wheat flour, rolled wheat, semolina, farina, and bulgur (or the same product under a different name), for tobacco—no export limitation required.

ITEM V Self-Help Measures

The Government of Bolivia agrees to

1. Continue the improvement of the administrative and technical competence of the Ministry of Agriculture and Livestock.
2. Continue to give priority emphasis in the Ministry of Agriculture and Livestock to organizing and operating the current vertically integrated projects on marketing and production for sheep and cereals.
3. Continue to strengthen the Agricultural Extension, Research, Seed, Livestock, and Planning programs within the Ministry of Agriculture and Livestock, particularly in improving the quality of these services and providing adequately for operational expenses.
4. Continue the emphasis on the cereals program with a specific goal of increasing wheat production to 102,000 metric tons in 1975 (42 per-

dos o utilizados, cualquiera que se produzca después.

B. Para los propósitos de la Parte I, Artículo III A_3, del Convenio, las productos considerados como los mismos a los productos importados bajo este Convenio son. para trigo/harina de trigo—trigo, harina de trigo, trigo molido (áspero) semolina, farina, y bulgur (o el mismo producto bajo diferente nombre), para tabaco—no se requiere limitación en la exportación.

ITEM V Medidas de Auto Ayuda

El gobierno de Bolivia conviene en.

1. Continuar mejorando la capacidad administrativa y técnica del Ministerio de Agricultura y Ganadería.
2. Continuar dando énfasis prioritario dentro del Ministerio de Agricultura y Ganadería a la organización y operación de los actuales proyectos de integración vertical sobre mercadeo y producción de ovejas y cereales.
3. Continuar fortaleciendo los programas de Extensión Agrícola, Estudios, Semillas y Planificación dentro del Ministerio de Agricultura y Ganadería especialmente en lo que concierne al majoramiento de la calidad de estos servicios y asignaciones adecuadas para gastos de operaciones.
4. Continuar dando énfasis al programa de cereales, especificamente al incremento de la producción de trigo con la meta de obtener una pro-

cent of estimated 1975 consumption).

5. Toward the accomplishment of said goal to establish national wheat prices at such levels as to promote both domestic production and domestic demand therefor, with due consideration for relative quality of domestic and imported wheat.

6. Support agricultural marketing programs.

7 Continue to construct and improve maintenance of farm to market roads and highways.

8. Substantially improve the collection, computation, and analysis of current agricultural statistics within the government ministries and coordinate these data for program operation and planning.

9. Carry out such other measures as may be mutually agreed upon for the purpose specified in Section 109(a) of Public Law 480. [1]

ITEM VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used.

The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and

ducción de 102,000 toneladas métricas en 1975 (42 por ciento del consumo estimado para 1975).

5. A fin de alcanzar dicha meta habrá que establecer precios de trigo nacional a niveles tales que promuevan tanto la producción como la consecuente demanda interna de trigo, tomando debidamente en cuenta las calidades relativas del trigo nacional y del importado.

6. Apoyar a los programas de comercialización de productos agrícolas.

7 Continuar la construcción y mejorar el mantenimiento de caminos y carreteras de los centros de producción al mercado.

8. Mejorar substancialmente la recopilación, cómputo y análisis de las estadísticas agropecuarias de los Ministerios y coordinar estos datos para la elaboración de planes y programas.

9. Llevar a efecto otras medidas que sean mutuamente convenidas para los propósitos especificados en la Sección 109 (a) de la Ley Pública 480.

ITEM VI. Propósitos de Desarrollo Económico para los que se Utilizaran Fondos Acumulados por parte del País Importador

Los fondos acumulados al país importador de las ventas de los productos financiados bajo este Convenio seran utilizados para financiar las medidas de auto ayuda contenidos en este Con-

[1] 80 Stat. 1533, 7 U.S.C. § 1709(a).

for the following economic development sectors: Agriculture, Industry and Commerce, Transport and Communications.

venio y para los sectores de desarrollo económico siguientes: Agricultura, Industria y Comercio, Transportes y Comunicaciones.

ITEM VII. Ocean Freight Financing

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VII. Financiamiento de Transporte Marítimo

El Gobierno del país exportador pagará el costo diferencial en el flete marítimo por productos que sean requeridos a transportarse en barcos de la bandera americana, pero, no obstante las estipulaciones del párrafo 1 del Anexo de Crédito de Moneda Local Convertible no financiará el saldo de los costos de transporte marítimo de estos productos.

ITEM VIII. Other

1. The currency use payment under Part II, Item II 2 of this Agreement shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset.
2. The following is substituted for paragraph 4 of the Convertible Local Currency Credit Annex: "The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this Agreement, to be applied to the economic development uses set forth in Part II of this Agreement,

ITEM VIII. Otras Disposiciones

1. El pago parcial especial bajo la Parte II, Item II 2 de este Convenio, será acreditado contra (a) el monto de pago de intereses de cada año cumplido durante el periódo anterior a la fecha de vencimiento del primer pago parcial, comenzando con el primer año, más (b) los pagos combinados del capital e intereses comenzando con el primer pago parcial, hasta que se haya compensado el valor del pago parcial especial.
2. Se substituye el parrafo 4 del Anexo de Crédito de Moneda Local Convertible por lo siguiente. "El monto total de los ingresos acumulados al país importador por concepto de la venta de productos financiados bajo el presente Convenio, para ser utilizados para los propósitos de desarrollo económico esta-

shall be not less than the local currency equivalent of of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the payment, if any, made by the Government of the importing country pursuant to the proviso in Section 103(b) of the Act (such payment is herein called 'the currency use payment'). The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedures, at such times as may be requested by the Government of the exporting country but not less than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Govern-

blecidos en la Parte II de este Convenio, no serán menor al equivalente en moneda nacional del desembolso en dólares por el gobierno del país exportador con relación al financiamiento de los productos, (excluyendo el costo diferencial del transporte marítimo), provisto, sin embargo que los ingresos de las ventas para ser así utilizados serán reducidos por el pago, si este fuera el caso, efectuado por el país importador de acuerdo con el cumplimiento de proviso en Sección 103(b) de la Ley Pública 480. (donde dicho pago se llama "the currency use payment"). El tipo de cambio que se aplicara para computar este equivalente en moneda nacional será el mismo que emplea la autoridad central monetaria del país importador, o su agente autorizado para la venta de divisas por moneda nacional en relacíon con la importacíon comercial de los mismos productos. Cualquier parte de tales ingresos devengados que el gobierno del país importador conceda en préstamos a organizaciones particulares o no gubernamentales, se prestará a una tasa de interés aproximadamente igual a la que se cobra por préstamos de la misma naturaleza en la país importador. El gobierno del país importador proporcionará de conformidad con sus procedimientos de informe sobre su presupuesto fiscal anual y en las oportunidades en que solicitare el gobierno del país exportador, pero con una frecuencia no menor a la

ment of the importing country, and in the case of expenditures the budget sector in which they were used."

anual, informes sobre el recibo y uso de estos ingresos, certificados por la Contraloría General del gobierno del país importador, y en el caso de gastos, el sector presupuestario en que fueron utilizados."

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

DONE at La Paz in duplicate, this twentieth day of December of nineteen seventy two.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados al efecto, firman el presente Convenio.

DADO en la ciudad de La Paz, en duplicado a los veinte días del mes de diciembre de mil novecientos setenta y dos.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

ROGER C BREWIN

Roger C. Brewin

FOR THE GOVERNMENT OF BOLIVIA.

MARIO R. GUTIERREZ

Mario Gutierrez Gutierrez

H ORMACHEA

Hector Ormachea Peñaranda

L BEDREGAL

Luis Bedregal Rodo

[SEAL]

POR EL GOBIERNO DE BOLIVIA.

MARIO R. GUTIERREZ

Mario Gutierrez Gutierrez

H. ORMACHEA

Hector Ormachea Peñaranda

L BEDREGAL

Luis Bedregal Rodo

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA.

ROGER C BREWIN

Roger C. Brewin

[SEAL]

[AMENDING AGREEMENTS]

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

No. 278 NOVEMBER 9, 1973

EXCELLENCY:

I have the honor to refer to the agricultural commodities Public Law 480, Title I Agreement signed by the representatives of our two Governments on December 20, 1972 and to propose that said Agreement be amended to increase the export market value for wheat and/or wheat flour to $15,590,000 and the total increased to $16,640,000. All other terms and conditions of the Agreement would remain the same. I propose that this note and your reply concurring therein constitute an agreement between our two Governments on the date of your note in reply

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

WILLIAM STEDMAN

His Excellency
Dr. MARIO GUTIERREZ GUTIERREZ
Minister of Foreign Affairs and Worship
La Paz

The Bolivian Under Secretary of Foreign Affairs to the American Ambassador

REPUBLICA DE BOLIVIA
MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

DGAE/0/1534 LA PAZ, 9 *de noviembre de 1973.*

EXCMO. SEÑOR EMBAJADOR.

Tengo el agrado de acusar recibo de la atenta nota No. 278 del 9 de los corrientes de Vuestra Excelencia y cuyo tenor es el siguiente.

"No. 278. La Paz, 9 de noviembre de 1973. Su Excelencia. Tengo el honor de referirme al Convenio de los productos agrícolas, bajo la Ley Pública 480, Título I, firmado por representantes de nuestros dos Gobiernos el 20 de diciembre de 1972 y de proponer que el mencionado Convenio sea enmendado para elevar el valor del mercado de exportación de trigo y/o harina de trigo a $.us. 15,590,000 y un aumento total a $.us. 16,640,000. Todos los demas términos y condiciones del Convenio continuaran siendo los mismos.

Le sugeriría señor Ministro, que esta Nota y la contestación a la misma, constituyan un Convenio entre nuestros dos Gobiernos en la fecha que se reciba la respuesta. Aprovecho de esta oportunidad para saludar a Su Excelencia con las seguridades de mi consideración distinguida. Su Excelencia. Dr. Mario Gutiérrez Gutiérrez. Ministro de Relaciones Exteriores y Culto. La Paz (firmado) William P. Stedman, Jr. Embajador de los Estados Unidos de América"

En respuesta cumpleme manifestar a Vuestra Excelencia que mi Gobierno está de pleno acuerdo con los términos de la nota arriba transcrita, la misma que estima como acuerdo formal entre las Partes.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi consideración más distinguida.

GUILLERMO CÉSPEDES RIVERA

Guillermo Céspedes Rivera
Subsecretario de Relaciones Exteriores.

A Su Excelencia
WILLIAM P STEDMAN, JR.
Embajador de los Estados Unidos de América
Presente.

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

DGAE/0/1534

LA PAZ, *November 9, 1973.*

MR. AMBASSADOR.

I have the pleasure of acknowledging receipt of Your Excellency's note No. 278 of November 9, 1973, which reads as follows.

[For the English language text, see p. 164.]

In reply, I am happy to inform Your Excellency that my Government concurs fully in the terms of the above-transcribed note, and regards it as a formal agreement between the Parties.

I avail myself of the opportunity to renew to Your Excellency the assurance of my most distinguished consideration.

GUILLERMO CÉSPEDES RIVERA

Guillermo Céspedes Rivera
Under Secretary of Foreign Affairs

His Excellency
WILLIAM P STEDMAN, JR.,
Ambassador of the United States of America,
La Paz.

The American Ambassador to the Bolivian Minister of Foreign Affairs

No. 347 LA PAZ, *December 28, 1973.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities, PL 480 Title I Agreement signed by representatives of our two governments on December 20, 1972 and amended November 9, 1973 and to propose a further amendment to change.

A. Part II, Item I under the heading Supply Period by adding: "and 1974."

B. Part II, Item III entitled Usual Marketing Requirements under the heading Import Period by adding: "and 1974."

The above changes refer only to wheat/wheat flour. I propose that this note and your reply concurring therein constitute an agreement between our two governments effective on the date of your note in reply

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

WILLIAM STEDMAN

His Excellency
General ALBERTO GUZMAN SORIANO,
Minister of Foreign Affairs,
La Paz.

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

REPUBLICA DE BOLIVIA
MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

N°. DGAE-B/1789/76 LA PAZ, *28 de diciembre de 1973*

EXCMO. SEÑOR EMBAJADOR.

Tengo el agrado de acusar recibo de la atenta nota de Vuestra Excelencia N° 347, de 28 de diciembre en curso, cuyo tenor es el siguiente.

"N° 347 La Paz, 28 de diciembre de 1973. Excelencia – Tengo el honor de referirme al Convenio para la venta de Productos Agrícolas bajo la Ley Pública 480, Título I, suscrito por representantes de nuestros dos gobiernos el 20 de diciembre de 1972 y enmendado el 9 de noviembre de 1973 y proponer una enmienda adicional. A. Parte II, Item I bajo Período de Abastecimiento

agregando "y 1974" B. Parte II, Item III en Requisitos Normales de Mercado bajo el título Período de Importación, agregando "y 1974" Los cambios anteriores se refieren solamente a trigo y harina de trigo. Propongo que esta nota y su respuesta concurran a constituir un acuerdo entre nuestros dos gobiernos, vigente des de la fecha de vuestra nota de respuesta. Reitero a Vuestra Excelencia las seguridades de mi mas alta consideración. Su Excelencia. General Alberto Guzmán Soriano. Ministro de Relaciones Exteriores. La Paz. (firmado) William P Stedman Jr. Embajador de los Estados Unidos de América".

En respuesta, me cumple manifestar a Vuestra Excelencia que mi Gobierno está de pleno acuerdo con los términos de la nota arriba transcrita, la misma que considera como un acuerdo formal entre las Partes.

Aprovecho la oportunidad para renovar a Vuestra Excelencia, las seguridades de mi más distinguida consideración.

GUZMÁN SORIANO

Gral. Alberto Guzmán Soriano
Ministro de Relaciónes Exteriores y Culto

A Su Excelencia
WILLIAM P STEDMAN JR.,
Embajador de los Estados Unidos de América
Presente.

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

NO. DGAE-B/1789/76

LA PAZ, *December 28, 1973*

MR. AMBASSADOR:

I have the pleasure of acknowledging receipt of Your Excellency's note No. 347 of December 28, 1973, which reads as follows.

[For the English language text, see p. 166.]

In reply, I have the honor to inform Your Excellency that my Government is in full agreement with the terms of the above-transcribed note, which it regards as a formal agreement between the Parties.

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

GUZMÁN SORIANO

General Alberto Guzman Soriano
Minister of Foreign Affairs
and Worship

His Excellency
WILLIAM P STEDMAN JR.,
Ambassador of the United States of America,
La Paz.

FEDERAL REPUBLIC OF GERMANY

Education: Financing of Exchange Programs

Agreement amending the agreement of November 20, 1962, as amended.
Effected by exchange of notes
Signed at Bonn January 11, 1974;
Entered into force January 11, 1974.

The Secretary of State to the German Director of the Bureau of Cultural Affairs, Federal Foreign Office

DEPARTMENT OF STATE
WASHINGTON

SIR.

I have the honor to refer to conversations between representatives of our two Governments regarding the "Agreement Between the Governments of the United States of America and the Federal Republic of Germany for Conducting Certain Educational Exchange Programs," dated November 20, 1962, [1] and to confirm the understanding reached that said Agreement should be amended as follows.

1. The second and third paragraphs of the Preamble are deleted and the following paragraph is inserted in lieu thereof

"Considering that this exchange should be adapted to progressive developments in the field of education and training in the two countries and to the increasingly close relations between their peoples,"

2. Sub-paragraph b of paragraph 3, Article 1, is modified to read as follows.

"Financing visits and interchanges between the Federal Republic of Germany and the United States of America of students, academic trainees, researchers, teachers, education specialists, instructors, and professors."

3. Sub-paragraphs 2 and 3 of Article 4 are modified to read as follows.

"2) Designate, in cooperation with the Board of Foreign Scholarships of the United States of America, students, academic trainees,

[1] TIAS 5518, 6684, 6892, 7086, 7386, 7507, 7607, 7735, 15 UST 78, 20 UST 731, 21 UST 1356, 22 UST 481, 23 UST 1209, 3489; 24 UST 963, 2206.

researchers, teachers, education specialists, instructors, and professors, resident in the Federal Republic of Germany, to participate in the program,

"3) Approve and place, in cooperation with the Board of Foreign Scholarships of the United States of America, students, academic trainees, researchers, teachers, education specialists, instructors, and professors, resident in the United States of America, to participate in the program;"

4. The first sentence of sub-paragraph 4 of Article 4 is modified to read as follows.

"4) Elect from its membership a Treasurer and authorize him to receive funds to be deposited in a bank account of the Commission,"

5. The following paragraph is added to paragraph 1 of Article 5

"The Government of the Federal Republic of Germany and the Government of the United States of America agree that a satisfactory fulfillment of the purposes of this Agreement necessitates long-term planning. Both Governments shall to the extent possible make sure that financing will be provided on a scale commensurate with the importance and purposes of this Agreement. Accordingly, the Commission shall base its program planning on a three-year period, using as its point of departure with respect to the funds required annually the budget of the academic year 1973–74."

6. The introductory clause of Article 7 is modified to read as follows.

"The Commission's Secretariat shall be at or near the seat of the Government of the Federal Republic of Germany;"

7 Article 8 is reworded as follows.

"The funds needed by the Commission in order to achieve the aims of this Agreement will be made available by the Government of the Federal Republic of Germany and the Government of the United States of America, in accordance with the budget as approved under Article 5. The Government of the Federal Republic of Germany and the Government of the United States of America will act on the conviction that the projects promoted by this Agreement constitute a joint German-American program which the two sides have a like interest in maintaining and financing and which is therefore a concern of both states. Proceeding from this basic interest to achieve parity financing, the two Governments will come to a yearly agreement as to the amount of their shares. The consummation of the Agreement will be subject to the availability of legal authorization and required funds to both Governments.

"In addition to the funds provided for in the preceding paragraph, the Commission will, in order to carry out this Agreement,

have at its disposal funds and property made available to it since its establishment by the Government of the Federal Republic of Germany and the Government of the United States of America.

"The two Governments further agree that special allocations received by the Commission from either Government may also be used for the purposes of this Agreement.

"All funds and all interest or other earnings derived from the investment or further use of these funds and all allocations received by the Commission from any other source may be used in accordance with the annual budget approved under Article 5."

If the foregoing proposals are acceptable to the Government of the Federal Republic of Germany, I have the honor to suggest that this Note together with your reply in that sense shall constitute an Agreement between our two Governments amending the said Agreement of November 20, 1962, with effect from the date of your reply

Accept, Sir, the assurances of my highest consideration.

For the Secretary of State.

JOHN RICHARDSON JR

BONN, *January 11, 1974*

Ministerialdirektor Dr HANS ARNOLD
Director of the Bureau of Cultural Affairs
Federal Foreign Office
Bonn

The German Director of the Bureau of Cultural Affairs, Foreign Office, to the Assistant Secretary, Bureau of Educational and Cultural Affairs, Department of State

DER LEITER DER KULTURABTEILUNG
DES AUSWÄRTIGEN AMTS

BONN, *den 11. Januar 1974*

HERR UNTERSTAATSSEKRETÄR,

Ich beehre mich, den Empfang Ihrer Note vom 11. Januar 1974 zu bestätigen, die in vereinbarter Übersetzung wie folgt lautet.

"Ich beehre mich, auf die Erörterungen zwischen Vertretern unserer beiden Regierungen betreffend das "Abkommen zwischen der Regierung der Bundesrepublik Deutschland und der Regierung der Vereinigten Staaten von Amerika über die Durchführung von Austauschvorhaben zum Zwecke der Aus- und Weiterbildung" vom 20. November 1962 Bezug zu nehmen und die dabei erzielte

43-377 O - 75 - 12

Übereinstimmung zu bestätigen, daß dieses Abkommen wie folgt geändert werden sollte.

1. Die Absätze 2 und 3 der Präambel werden gestrichen, an ihre Stelle tritt folgender Absatz:

   "IN DER ERWÄGUNG, daß dieser Austausch der fortschreitenden Entwicklung auf dem Gebiet der Bildung und Ausbildung in beiden Staaten und den immer enger werdenden Beziehungen zwischen ihren Völkern angepaßt werden sollte,"

2. Artikel 1 Absatz 3 Buchstabe b erhält folgende Fassung:

   "zur Finanzierung von Besuchen und Austauschvorhaben für Studenten, Hochschulpraktikanten, Forscher, Lehrer, Bildungsexperten, Dozenten und Professoren, die zwischen der Bundesrepublik Deutschland und den Vereinigten Staaten von Amerika erfolgen."

3. Artikel 4 Nummern 2 und 3 erhalten folgende Fassung:

   "2) in Zusammenarbeit mit dem Board of Foreign Scholarships in der Bundesrepublik Deutschland ansässige Studenten, Hochschulpraktikanten, Forscher, Lehrer, Bildungsexperten, Dozenten und Professoren für die Teilnahme an dem Programm bestimmen,

   3) in Zusammenarbeit mit dem Board of Foreign Scholarships in den Vereinigten Staaten von Amerika ansässige Studenten, Hochschulpraktikanten, Forscher, Lehrer, Bildungsexperten, Dozenten und Professoren für die Teilnahme an dem Programm zulassen und zuteilen;"

4. Artikel 4 Nummer 4 Satz 1 erhält folgende Fassung:

   "4) aus ihrer Mitte einen Schatzmeister wählen und ihn zur Entgegennahme von Geldmitteln ermächtigen, die auf ein Bankkonto der Kommission einzuzahlen sind "

5. In Artikel 5 wird folgender Absatz 2 eingefügt.

   "Die Regierung der Bundesrepublik Deutschland und die Regierung der Vereinigten Staaten von Amerika stimmen darin überein, daß eine zufriedenstellende Erfüllung der Zwecke dieses Abkommens eine langfristige Planung notwendig macht. Beide Regierungen werden soweit wie möglich ein der Bedeutung und den Zwecken dieses Abkommens angemessenes Finanzvolumen sicherstellen. Dementsprechend wird die Kommission ihrer Programmplanung einen Dreijahreszeitraum zugrundelegen und hinsichtlich der jährlich erforderlichen Mittel den Haushalt des akademischen Jahres 1973/74 als Ausgangspunkt benutzen."

6. Artikel 7 Teilsatz 1 erhält folgende Fassung:

   "Die Geschäftsstelle der Kommission befindet sich am Sitz der Bundesregierung oder in dessen Nähe;"

7 Artikel 8 wird wie folgt neu gefaßt.

"Die Geldmittel, welche die Kommission benötigt, um die Ziele dieses Abkommens zu erreichen, werden in Übereinstimmung mit dem nach Artikel 5 zu genehmigenden Haushaltsplan von der Regierung der Bundesrepublik Deutschland und der Regierung der Vereinigten Staaten von Amerika zur Verfügung gestellt. Die Regierung der Bundesrepublik Deutschland und die Regierung der Vereinigten Staaten von Amerika werden sich hierbei von der Überzeugung leiten lassen, daß es sich bei den Vorhaben, die durch dieses Abkommen gefördert werden, um ein gemeinsames deutsch-amerikanisches Programm handelt, an dessen Aufrechterhaltung beide Seiten in gleicher Weise interessiert sind und das deshalb eine Angelegenheit beider Staaten ist. Ausgehend von diesem Grundinteresse, eine paritätische Finanzierung zu erreichen, werden die beiden Regierungen jährlich Einvernehmen über die Höhe ihrer Anteile herstellen. Die Erfüllung des Abkommens hat zur Voraussetzung, daß beiden Regierungen eine gesetzliche Ermächtigung und die erforderlichen Haushaltsmittel zur Verfügung stehen.

Außer den in Absatz 1 bezeichneten Mitteln stehen der Kommission Geldmittel und Vermögenswerte, die ihr von der Regierung der Bundesrepublik Deutschland und der Regierung der Vereinigten Staaten von Amerika seit ihrer Errichtung zur Verfügung gestellt worden sind, zur Durchführung dieses Abkommens zur Verfügung. Die beiden Regierungen kommen ferner überein, daß besondere Zuwendungen, welche die Kommission von einer der beiden Regierungen erhält, ebenfalls für die Zwecke dieses Abkommens verwendet werden können.

Alle Geldmittel und alle aus der Investierung oder einer weiteren Verwendung dieser Mittel erwachsenden Zins- oder sonstigen Erträge und alle Zuwendungen, die der Kommission aus irgendeiner anderen Quelle zufliessen, können in Übereinstimmung mit dem nach Artikel 5 genehmigten Jahreshaushaltsplan verwendet werden."

Falls die Regierung der Bundesrepublik Deutschland mit den vorstehenden Vorschlägen einverstanden ist, beehre ich mich vorzuschlagen, daß diese Note und Ihre Antwortnote eine Vereinbarung zwischen unseren beiden Regierungen zur Änderung des genannten Abkommens vom 20. November 1962 bilden sollen, die mit dem Datum Ihrer Antwortnote in Kraft tritt."

Ich beehre mich, Ihnen mitzuteilen, daß die Regierung der Bundesrepublik Deutschland den in Ihrer Note enthaltenen Vorschlägen zustimmt und damit einverstanden ist, daß Ihre Note und diese Antwortnote eine Vereinbarung zwischen unseren beiden Regierungen zur Änderung des Abkommens vom 20. November 1962 bilden sollen, die mit dem Datum dieser Antwortnote in Kraft tritt.

Genehmigen Sie, Herr Unterstaatssekretär, die Versicherung meiner ausgezeichnetsten Hochachtung.

HANS ARNOLD

Herrn
JOHN RICHARDSON, JR.
Unterstaatssekretär für Bildungs- und Kulturangelegenheiten im Außenministerium der Vereinigten Staaten von Amerika

Translation

DIRECTOR OF THE BUREAU
OF CULTURAL AFFAIRS
OF THE FOREIGN OFFICE

BONN, *January 11, 1974*

MR. ASSISTANT SECRETARY:

I have the honor to acknowledge receipt of your note of January 11, 1974, which in the agreed translation reads as follows:

[For the English language text, see p. 169.]

I have the honor to inform you that the Government of the Federal Republic of Germany finds the proposals contained in your Note acceptable and agrees that your Note and this Note in reply shall constitute an Agreement between our two Governments amending the Agreement of November 20, 1962, with effect from the date of this reply

Accept, Mr. Assistant Secretary, the assurances of my highest consideration.

HANS ARNOLD

Mr. JOHN RICHARDSON, JR.,
Assistant Secretary
Bureau of Educational and Cultural Affairs,
Department of State of the United States of America.

SPAIN

Tracking Station

Agreement extending and modifying the agreement of April 14, 1966.
Effected by exchange of notes
Signed at Madrid January 15, 1974;
Entered into force January 15, 1974.

The American Ambassador to the Spanish Minister of Foreign Affairs

No. 44 MADRID, *January 15, 1974*

EXCELLENCY:

I have the honor to refer to the agreement between our two Governments concerning a space vehicle tracking and communication station on the Island of Gran Canaria effected by an exchange of notes of April 14, 1966.[1]

I have the honor to propose that this agreement be extended until January 29, 1984, subject to (1) further extension as may be agreed by the two Governments, and subject to (2) termination of the agreement by either Government giving the other Government six months written notice of termination.

If the foregoing is acceptable to the Government of Spain, I have the honor to propose that this note and Your Excellency's note in reply to that effect shall constitute an agreement between our two Governments on this matter which shall enter into force on the date of your note in reply.

Accept, Excellency, the assurances of my highest consideration.

HORACIO RIVERO

His Excellency
PEDRO CORTINA MAURI
Minister of Foreign Affairs
Madrid

---

[1] TIAS 6003; 17 UST 570.

The Spanish Minister of Foreign Affairs to the American Ambassador

MINISTERIO
DE
ASUNTOS EXTERIORES

No. 440

SEÑOR EMBAJADOR:

Tengo la honra de acusar recibo de su Nota de fecha de hoy, 15 de enero, cuya traducción en español dice así:

"EXCELENCIA:

Tengo el honor de referirme al Acuerdo entre nuestros dos Gobiernos referente a la Estación de seguimiento de vehículos espaciales y de comunicación sita en la Isla de Gran Canaria y objeto de un Canje de Notas el día 14 de abril de 1966.

Tengo el honor de proponer que este Acuerdo sea prorrogado hasta el 29 de enero de 1984, a reserva de que: 1. – Una ulterior prórroga pueda ser acordada por los dos Gobiernos, y 2. – La terminación del Acuerdo pueda decidirse por cualquiera de los dos Gobiernos, dando al otro un preaviso por escrito con seis meses de antelación.

Si el Gobierno español considera aceptable lo que antecede, tengo el honor de proponer que esta Nota y la Nota de respuesta de Vuestra Excelencia a este respecto constituyan un Acuerdo de nuestros dos Gobiernos en esta materia, que entre en vigor en la fecha de su Nota de respuesta"

Tengo la honra de comunicarle que el Gobierno español da su consentimiento a esta propuesta y considera en consecuencia que su Nota y la presente respuesta constituyen a este respecto un Acuerdo de nuestros dos Gobiernos.

Reciba, Señor Embajador, el testimonio de mi alta consideración.

Madrid, quince de enero de mil novecientos setenta y cuatro.

[1]

Excmo. Señor
Almirante Don HORACIO RIVERO
Embajador de los Estados Unidos de América
Madrid

[1] Pedro Cortina Mauri

Translation

MINISTRY OF FOREIGN AFFAIRS

No. 440

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your note of today's date, January 15, 1974, which, translated into Spanish, reads as follows:

[For the English language text, see p. 175.]

I have the honor to inform you that the Spanish Government gives its consent to this proposal, and consequently considers that your note and this reply constitute an agreement between our two Governments on this matter.

Accept, Mr. Ambassador, the assurance of my highest consideration.

MADRID, *January 15, 1974*

PEDRO CORTINA MAURI

His Excellency
HORACIO RIVERO,
Ambassador of the
United States of America,
Madrid.

MULTILATERAL

Atomic Energy: Application of Safeguards Pursuant to the Non-Proliferation Treaty

Protocol suspending the agreement of September 18 and November 25, 1964.
Signed at Mexico City October 3, 1972;
Entered into Force January 9, 1974.

Protocol Suspending the Agreement Between the International Atomic Energy Agency, the Government of the United States of America and the Government of the Republic of Viet-Nam for the Application of Safeguards and Providing for the Application of Safeguards Pursuant to the Non-Proliferation Treaty

The International Atomic Energy Agency (hereinafter referred to as the "Agency"), the Government of the Republic of Viet-Nam, and the Government of the United States of America;

Recognizing that the Agency has been applying safeguards in accordance with the provisions of the Agreement between the International Atomic Energy Agency, the Government of the United States of America, and the Government of the Republic of Viet-Nam for the Application of Safeguards signed on 18 September and 25 November 1964[1] (hereinafter referred to as the "Safeguards Transfer Agreement") to materials, equipment and facilities required to be safeguarded under the Agreement for Co-operation between the Government of the United States of America and the Government of the Republic of Viet-Nam concerning Civil Uses of Atomic Energy signed on 22 April 1959, as amended,[2] (hereinafter referred to as the "Agreement for Co-operation") to ensure, so far as it is able that they will not be used in such a way as to further any military purpose;

Recognizing that the Republic of Viet-Nam, as a non-nuclear-weapon State Party to the Treaty on the Non-Proliferation of Nuclear Weapons [3] (hereinafter referred to as the "Treaty"), has negotiated with the Agency an Agreement for the Application of Safeguards (hereinafter referred to as the "Treaty Safeguards Agreement") pursuant to paragraph 1 of Article III of the Treaty;

---

[1] TIAS 5884; 16 UST 1629.
[2] TIAS 4251, 5622; 10 UST 1150; 15 UST 1463.
[3] TIAS 6839; 21 UST 483.

Recognizing that Article 23 of the Treaty Safeguards Agreement provides for the suspension of Agency safeguards applied pursuant to other safeguards agreements with the Agency;

Recognizing that under Article IX of the Agreement for Co-operation the Government of the Republic of Viet-Nam has guaranteed that no material, including equipment and devices, transferred to the Government of the Republic of Viet-Nam or authorized persons under its jurisdiction from the United States of America pursuant to the Agreement for Co-operation will be used for any military purpose;

Have agreed:

1. The Treaty Safeguards Agreement shall be applied as therein provided, and the Safeguards Transfer Agreement shall be deemed to be suspended during the time and to the extent that the Treaty Safeguards Agreement is in force and safeguards specified in the Treaty Safeguards Agreement are being applied by the Agency.

2. In the event that the Government of the Republic of Viet-Nam intends to exercise its discretion in accordance with Article 14 of the Treaty Safeguards Agreement to use any nuclear material required to be safeguarded under that Agreement in a military activity not proscribed by the Treaty, the Government of the Republic of Viet-Nam will satisfy the Agency and the Government of the United States of America that such material is not subject to the guarantees made to the Government of the United States of America by the Government of the Republic of Viet-Nam in Article IX of the Agreement for Co-operation, and that no materials, equipment or facilities transferred from the United States of America to the Republic of Viet-Nam under the Agreement for Co-operation are involved in such use;

3. This Protocol shall enter into force on the same date as the Treaty Safeguards Agreement.

DONE in Mexico City, this third day of October 1972, in triplicate in the English language.

FOR THE INTERNATIONAL ATOMIC ENERGY AGENCY:

SIGVARD EKLUND

FOR THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM:

LE-VAN-THOI

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

T KEITH GLENNAN

[SEAL]

COLOMBIA

Agricultural Commodities

Agreement amending the agreement of April 24, 1973, as amended.
Effected by exchange of notes
Signed at Bogotá December 11, 1973,
Entered into force December 11, 1973.

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

EMBASSY OF THE UNITED STATES OF AMERICA

No. 1280 BOGOTA, *December 11, 1973*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on April 24, 1973 and amended May 11, 1973 [1] and to propose said agreement be amended by:

Adding to Part II, Item I entitled "Commodity Table" the Commodity Soybean/Cottonseed Oil, Supply Period U.S. FY 1974, Approximate Maximum Quantity 5,000 Metric Tons; Maximum Export Market Value $2.9 million and increasing the total to $11.79 million.

Add the following to Item III. "Usual Marketing Table," The Commodity Edible Vegetable Oil. Import Period U.S. FY 1974. Usual Marketing Requirement 2,200 metric tons from the United States of America.

Add at the end of Item IV A the following: With respect to soybean/cottonseed oil financed under this agreement the export limitation period for the same commodity shall be U.S. FY 1974, or any subsequent U.S. fiscal year during which said commodity financed under this agreement is being imported or utilized, whichever is later.

At the end of Item IV B add the following: And for soybean/cottonseed oil, edible vegetable oil, sunflower oil, sesameseed oil and all oil seeds or beans from which these oils are produced.

All other terms and conditions of this agreement remain the same.

---

[1] TIAS 7623, 7667, 24 UST 1056, 1633.

I propose that this note and your reply concurring therein constitutes agreement between our two Governments on the date of your note in reply

Accept Excellency, the renewed assurances of my highest consideration.

ROBERT E. WHITE

His Excellency,
Doctor ALFREDO VÁSQUEZ CARRIZOSA
Minister of Foreign Affairs
Bogotá

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

REPUBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

AE 7363 BOGOTÁ, D.E. *Diciembre 11 de 1973*

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el honor de acusar recibo de su atenta nota de Diciembre 11 del año en curso que a la letra dice.

Tengo el honor de referirme al Acuerdo de Excedentes Agrícolas firmado por representantes de nuestros dos Gobiernos el 24 de Abril de 1973 y modificado el 11 de Mayo de 1973 y proponer que dicho Acuerdo se reforme en la siguiente forma.

Agregando a la parte II Item I titulado Tabla de Productos el producto Aceite de Soya/Semilla de Algodón, Tiempo de Entrega EE.UU Año Fiscal 1974, Cantidad Máxima Aproximada 5.000 Toneladas Métricas; Valor Máximo para Mercado de Exportación US$2.9 millones y aumentado el total a US$11.79 millones.

Agregar lo siguiente al Item III. Tabla Usual de Mercadeo, el producto Aceite Vegetal Comestible. Tiempo de Importación EE. UU Año Fiscal 1974. Requisito Usual de Mercadeo 2.200 Toneladas Métricas de los Estados Unidos de América.

Agregar al final del Item IV A lo siguiente. Con respecto al Aceite de Soya/Semilla de Algodón financiado bajo este Acuerdo el tiempo límite de exportación para este producto será EE.UU Año Fiscal 1974, o cualquier año fiscal de los EE.UU subsiguiente durante el cual el citado producto financiado bajo este Acuerdo se esté importando o utilizando, según lo que ocurra con posterioridad.

Al final del Item IV B agregar lo siguiente: Y para Aceite de Soya/Semilla de Algodón. Aceite Comestible Vegetal, Aceite de Girasol, Aceite de Semilla de Sesamo y toda semilla o grano de los cuales estos aceites se extraen.

Todos los demás términos y condiciones de este Acuerdo permanecen sin modificación alguna.

Propongo que esta nota y su respuesta a la misma constituyan un Acuerdo entre nuestros dos Gobiernos en la fecha de remisión.

Acepte Excelencia las seguridades de mi más alta consideración.

(Fdo) ROBERT E. WHITE"

Al manifestar mi aceptación a las modificaciones anteriormente citadas, en nombre del Gobierno Nacional, hago propicia la ocasión para reiterar a Su Señoría los sentimientos de mi alta consideración.

[SEAL] A VASQUEZ CARRIZOSA

A Su Señoría
ROBERT E. WHITE
Encargado de Negocios
de los Estados Unidos de América
La Ciudad.

Translation

REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN AFFAIRS

AE 7363

BOGOTA, D.E., *December 11, 1973*

SIR.

I have the honor to acknowledge receipt of your note of December 11 of this year, which reads as follows:

[For the English language text, see p. 180.]

On behalf of the National Government, I inform you of my acceptance of the above-cited amendments, and avail myself of this opportunity to renew to you the assurance of my high consideration.

[SEAL] A VASQUEZ CARRIZOSA

Mr. ROBERT E. WHITE,
Charge d'Affaires ad interim
of the United States of America,
Bogota.

NICARAGUA

Trade in Cotton Textiles

Agreement amending the agreement of September 5, 1972.
Effected by exchange of notes
Signed at Washington January 9 and 18, 1974;
Entered into force January 18, 1974.

The Nicaraguan Ambassador to the Secretary of State

EMBAJADA DE NICARAGUA
WASHINGTON, D.C.

SD-CH-1 JANUARY 9, 1974.

EXCELLENCY

I have the honor to refer to the Agreement concerning trade in cotton textiles between the United States of America and Nicaragua effected by exchange of notes at Washington, September 5, 1972, [1] and to recent discussions on this subject between representatives of our two Governments.

As a result of these discussions, I propose that paragraph 3 of the Agreement be amended to read as follows·

"3. Within the aggregate limit, the following specific limits shall apply for the second and succeeding agreement years subject to the provisions of paragraph 7

Category	Square Yards Equivalent
9/10	2, 625, 000
22/23	2, 625, 000

If the foregoing is acceptable to the Government of the United States of America, I further propose that this note and Your Excellency's note in acceptance thereof shall constitute an amendment to the Agreement.

---

[1] TIAS 7433, 23 UST 1515.

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

GUILLERMO SEVILLA SACASA

Guillermo Sevilla Sacasa
Ambassador of Nicaragua

His Excellency
HENRY A. KISSINGER
The Secretary of State
Washington, D.C.

The Secretary of State to the Nicaraguan Ambassador

DEPARTMENT OF STATE
WASHINGTON

JANUARY 18, 1974

EXCELLENCY

I have the honor to refer to your note of January 9, 1974 proposing amendment of the Agreement between our two governments concerning the export of cotton textiles from Nicaragua to the United States of America.

I confirm that your proposal is acceptable to my Government and concur that Your Excellency's note and this note in reply constitute an amendment to the Agreement.

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

For the Secretary of State

WILLIS C. ARMSTRONG

His Excellency
GUILLERMO SEVILLA SACASA,
Ambassador of Nicaragua.

REPUBLIC OF VIET-NAM

Agricultural Commodities

Agreement amending the agreement of November 9, 1973, as amended.
Effected by exchange of notes
Signed at Saigon January 21, 1974;
Entered into force January 21, 1974.

The American Ambassador to the Vietnamese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 18

JANUARY 21, 1974

EXCELLENCY:

I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on November 9, 1973, as amended on December 18, 1973, [1] and to propose that that Agreement be further amended to provide additional quantities and values of commodities as follows:

In Part II, Particular Provisions, Item I, Commodity Table:

A. On the line entitled "Wheat/Wheat Flour", and under the appropriate column headings, delete "75,000 M/T—$15.4", and insert "150,000 M/T—$31.2".
B. On the line entitled "Corn and/or Grain Sorghum", and under the appropriate column headings, delete "30,000 M/T—$3.7", and insert "65,000 M/T—$8.0".
C. On the line entitled "Cotton", and under the appropriate column headings, delete "25,000 Bales—$8.0", and insert "50,000 Bales—$20.0".
D. On the line entitled "Soybean and/or Cottonseed Oil", and under the column headed "Maximum Export Market Value (Millions)", delete "$2.5" and insert "$3.8".
E. On the line entitled "Total", and under the column headed "Maximum Export Market Value (Millions)", delete "$37.8", and insert "$71.2".

---

[1] TIAS 7768; 24 UST 2529.

All other terms and conditions of the November 9, 1973 Agreement, as amended, remain the same.

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

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

Sincerely yours,

GRAHAM MARTIN

Graham Martin

The Vietnamese Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No. 275-EF/HT

SAIGON, *January 21, 1974*

EXCELLENCY,

I have the honor to acknowledge the receipt of Your Excellency's Note No. 18 Dated January 21, 1974 which read as follows:

"I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on November 9, 1973, as amended on December 18, 1973, and to propose that the Agreement be further amended to provide additional quantities and values of commodities as follows:

In Part II, Particular Provisions, Item I, Commodity Table:

A. On the line entitled "Wheat/Wheat Flour", and under the appropriate column headings, delete "75,000 M/T—$15.4", and insert "150,000 M/T—$31.2".
B. On the line entitled "Corn and/or Grain Sorghum", and under the appropriate column headings, delete "30,000 M/T—$3.7", and insert "65,000 M/T—$8.0".
C. On the line entitled "Cotton", and under the appropriate column headings, delete "25,000 Bales—$8.0", and insert "50,000 Bales—$20.0".
D. On the line entitled "Soybean and/or Cottonseed Oil", and under the column headed "Maximum Export Market Value (Millions)", delete "$2.5" and insert "$3.8".
E. On the line entitled "Total", and under the column headed "Maximum Export Market Value (Millions)", delete "$37.8", and insert "$71.2".

All other terms and conditions of the November 9, 1973 Agreement, as amended, remain the same.

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

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

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

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

[SEAL] VUONG-VAN-BAC

Vuong-Văn-Bắc
Minister of Foreign Affairs

His Excellency GRAHAM MARTIN
Ambassador of the United States of America
Saigon

43-377 O - 75 - 13

REPUBLIC OF VIET-NAM

Agricultural Commodities

Agreement signed at Saigon January 21, 1974;
Entered into force January 21, 1974.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM FOR SALES OF AGRICULTURAL COMMODITES

The Government of the United States of America and the Government of the Republic of Vietnam have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the July 8, 1970 Agreement, the Convertible Local Currency Credit Annex of the April 19, 1972 [1] Agreement, and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity	Maximum Export Market Value (Millions)
Rice	1974	100,000 M/T	$55. 2
		TOTAL:	$55. 2

ITEM II. Payment Terms:
Convertible Local Currency Credit.

1. Initial Payment—None
2. Currency Use Payment—Up to 100 percent of the dollar amount disbursed by the Government of the exporting country plus accrued interest. The currency use payment is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this agreement. No requests for payment will be made by the Govern-

[1] TIAS 6983, 7322; 21 UST 2443; 23 UST 618.

ment of the exporting country prior to the first disbursement under this agreement. One hundred percent of all currency use payments made to the Government of the exporting country shall be granted to the Government of the importing country for Common Defense purposes under section 104(c) of Public Law 480. [1]

3. Number of Installment Payments—31
4. Amount of Each Installment Payment—approximately equal annual amounts.
5. Due Date of First Installment Payment—10 years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate—2 percent
7. Continuing Interest Rate—3 percent

ITEM III. Usual Marketing Requirements: None

ITEM IV. Export Limitations:

A. The export limitation period shall be U.S. Fiscal Year 1974 or any subsequent United States Fiscal Year during which the commodities financed under this agreement are being imported or utilized.
B. For purposes of Part I, Article III A 3 of the Agreement, the commodities considered to be the same as or like the commodities financed under this Agreement are: for rice-paddy, brown rice; and milled rice.

ITEM V. Self-Help Measures:

The Government of the Republic of Vietnam agrees that it will:

A. Purchase and distribute to farmers about 250 tons of TN-20 rice seed and 120 tons of TN-15 (Juma One) rice seed for seed multiplication purposes.
B. Import corn, new varieties of peanut, and soybean seeds for trial and introductory purposes so as to develop a feedgrain and oilseed production and processing industry.
C. Establish about 4,000 agricultural extension demonstrations.
D. Provide seeds and mechanical and hand farm implements to recently resettled Vietnamese.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

[1] 80 Stat. 1530; 7 U.S.C. § 1704(c).

ITEM VII. Ocean Freight (differential)

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions:

A. The currency use payment under Item II 2 of this Part II shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until value of the currency use payment has been offset.

B. Substitute the following for paragraph 4 of the Convertible Local Currency Credit Annex:

"The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development uses set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the payment, if any, made by the Government of the importing country pursuant to the proviso in Section 103(b) of the Act (such payment is herein called "the currency use payment"). The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commerical import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedures, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in the case of expenditures the budget sector in which they were used."

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

DONE at Saigon, in duplicate, this twenty-first day of January, 1974.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM
GRAHAM MARTIN	VUONG VAN BAC
Graham Martin *American Ambassador*	Vuong van Bac *Minister of Foreign Affairs*

Official Minutes of Negotiations Pertaining to the Proposed Fiscal Year 1974 Title I Agreement for Rice for the Republic of Vietnam

In consequence of discussions between representatives of the Ministry of Trade and Industry, Republic of Vietnam, and the United States Mission to the Republic of Vietnam, about the proposed Title I Agreement for fiscal year 1974, it is accepted by both parties that:

1. Commodity deliveries are subject to both availability of funds and commodity.

2. The GVN understands that the agreed minute on self-help signed July 8, 1970 and the termination clause of the July 8, 1970 Agreement apply to this Agreement as well. The annual report on progress of the self-help measures is due on December 1, in AID/Washington.

3. The GVN understands that Section 40 of the Foreign Assistance Act of 1973, approved on December 18, 1973 [1] may have effect of prohibiting use after July 1, 1974 of foreign currencies under this Agreement for Section 104(C) Grants. Section 40 states: "Section 40. Effective July 1, 1974, no amount of any foreign currency (including principal and interest from loan payments which accrues in connection with any sale and foreign currency under any provision of law) may be used under any Agreement entered into after the date of the enactment of this Act, or any revision or extension entered into after such date of any prior or subsequent agreement, to provide any assistance to any foreign country to procure equipment, materials, facilities, or services for the common defense, including internal security, unless such Agreement is specifically authorized by Legislation enacted after such date." The demand would not be made under Part II, Item II, Para 2 for CUP to extent it may be determined that cur-

[1] 87 Stat. 736.

rencies could not be made available for Section 104(C) uses or would not be required for other purcell uses. To extent that CUP is not received, currencies generated in Vietnam by the sale of commodities financed under this Agreement would be utilized in accordance with Items V and VI of Part II of Agreement.

4. The GVN understands that any exports of commodities considered to be the same as or like the commodities financed under this Agreement cannot be permitted.

5. Responsible to section 103(O) of Public Law 480, the Government of the Republic of Vietnam assures the Government of the United States of a "Fair Share" of any increase in commercial purchases made by the purchasing country and that the United States will benefit equitably from the development of new commercial markets established in the Republic of Vietnam.

6. The USG shall bear only the cost of the ocean freight differential for the commodities it requires to be carried in U.S. flag vessels.

7. Both entities understand that the new Title I procedures no longer requires PL 480 sales proceeds to be deposited in a special account. The language in this Agreement is included for the sake of consistency with the standard convertible local currency credit financing terms now in use program-wide.

8. The GVN will define and implement procedures which will allow for the return of arrival and shipping information with appropriate notations certifying receipt of commodities not later than 30 days from the date of unloading or 30 days from receipt of the automatic data processed sheets, whichever is later.

9. The GVN accepts the responsibility for preparation and submission of reports on the arrival and disposition of commodities and, when applicable, the use of sales proceeds under credit sales programs, and on self-help measures, to USAID by the 15th of October, January, April and July.

10. The Government of the Republic of Vietnam undertakes to arrange expeditiously the opening of Letters of Credit for commodities and ocean freight.

11. The signing of the Agreement by representatives of the Republic of Vietnam and the Government of the United States shall take place on Monday, January 21, 1974 in Saigon, Republic of Vietnam.

GRAHAM MARTIN	VUONG VAN BAC
Graham Martin *January 21, 1974*	Vuong van Bac *January 21, 1974*

POLISH PEOPLE'S REPUBLIC

Trade in Cotton Textiles

Agreement amending and extending the agreement of March 15, 1967, as amended and extended.
Effected by exchange of notes
Signed at Washington January 22, 1974;
Entered into force January 22, 1974.

The Polish Ambassador to the Secretary of State

EMBASSY
OF THE POLISH PEOPLE'S REPUBLIC
WASHINGTON, D.C.

JANUARY 22, 1974

EXCELLENCY:

I have the honor to refer to the Agreement concerning trade in cotton textiles between the United States of America and the Polish People's Republic effected by exchange of notes signed at Washington on March 15, 1967, as amended and extended by exchange of notes signed at Washington on February 24, 1970. [1] I also refer to recent discussions between representatives of our two Governments.

As a result of these discussions, I have the honor to propose that paragraphs 1–4 of the Agreement be amended as follows:

"1. The term of this agreement shall be from March 1, 1970 through February 28, 1976. During the term of this agreement, the Government of the Polish People's Republic shall limit annual exports of cotton textiles from Poland to the United States to aggregate, group and specific limits at the levels specified in the following paragraphs.

"2. For the fifth agreement year, constituting the 12-month period beginning March 1, 1974, the aggregate limit shall be 10 million square yards equivalent.

---

[1] TIAS 6228, 6835; 18 UST 276; 21 UST 456.

"3. Within the aggregate limit, the following group limits shall apply for the fifth agreement year:

	In Million Square Yards Equivalent
Group I Apparel/Categories 39–63/	6.7
Group II Other/Categories 1–38 and 64/	3.3

"4. Within the aggregate limit and the applicable group limits, the following specific limits shall apply for the fifth agreement year:

Group I	In Square Yards Equivalent
Category 41	600,000
Category 42	500,000
Category 43	1,000,000
Category 49	1,400,000
Category 50	1,000,000
Category 60	500,000
Category 62	1,000,000
Group II	
Category 19	1,000,000
Category 34	700,000
Category 36	1,000,000

If the foregoing is acceptable to the United States of America, I further propose that this note and Your Excellency's note in acceptance thereof shall constitute an amendment of the said Agreement between our Governments which enters into force by exchange of these notes.

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

TRAMPCZYNSKI

Witold Trampczynski
Ambassador
of the Polish People's Republic

The Honorable
Dr. HENRY A. KISSINGER
Secretary of State
Washington, D.C.

The Secretary of State to the Polish Ambassador

DEPARTMENT OF STATE
WASHINGTON

JANUARY 22, 1974

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of January 22, 1974 relating to exports of cotton textiles from the Polish People's Republic to the United States of America, which reads as follows:

"EXCELLENCY:

"I have the honor to refer to the Agreement concerning trade in cotton textiles between the United States of America and the Polish People's Republic effected by exchange of notes signed at Washington on March 15, 1967, as amended and extended by exchange of notes signed at Washington on February 24, 1970. I also refer to recent discussions between representatives of our two Governments.

"As a result of these discussions, I have the honor to propose that paragraphs 1–4 of the Agreement be amended as follows:

'1. The term of this agreement shall be from March 1, 1970 through February 28, 1976. During the term of this agreement, the Government of the Polish People's Republic shall limit annual exports of cotton textiles from Poland to the United States to aggregate, group and specific limits at the levels specified in the following paragraphs.

'2. For the fifth agreement year, constituting the 12-month period beginning March 1, 1974, the aggregate limit shall be 10 million square yards equivalent.

'3. Within the aggregate limit, the following group limits shall apply for the fifth agreement year:

	In Million Square Yards Equivalent
Group I Apparel (Categories 39–63)	6.7
Group II Other (Categories 1–38 and 64)	3.3

'4. Within the aggregate limit and the applicable group limits, the following specific limits shall apply for the fifth agreement year:

Group I	In Square Yards Equivalent
Category 41	600,000
Category 42	500,000
Category 43	1,000,000
Category 49	1,400,000
Category 50	1,000,000
Category 60	500,000
Category 62	1,000,000

Group II	
Category 19	1,000,000
Category 34	700,000
Category 36	1,000,000'

"If the foregoing is acceptable to the United States of America, I further propose that this note and Your Excellency's note in acceptance thereof shall constitute an amendment of the said Agreement between our Governments which enters into force by exchange of these notes.

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

I confirm that your proposal is acceptable to my Government and concur that Your Excellency's note and this note in reply constitute an amendment to the Agreement.

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

For the Secretary of State:

WILLIS C. ARMSTRONG

His Excellency
WITOLD TRAMPCZYNSKI,
Ambassador of the Polish People's Republic.

MULTILATERAL

International Health Regulations: Additional Regulations Amending Articles 1, 21, 63 to 71, 92 and Appendix 2

Adopted by the Twenty-sixth World Health Assembly at Geneva May 23, 1973;
Entered into force January 1, 1974.

TWENTY-SIXTH WORLD HEALTH ASSEMBLY WHA26.55

23 MAY 1973

ADDITIONAL REGULATIONS OF 23 MAY 1973 AMENDING THE INTERNATIONAL HEALTH REGULATIONS (1969), IN PARTICULAR WITH RESPECT TO ARTICLES 1, 21, 63-71 AND 92

The Twenty-sixth World Health Assembly,

Considering the need for amendment of certain of the provisions of the International Health Regulations (1969); [1] and

Having regard to Articles 2(k), 21(a) and 22 of the Constitution of the World Health Organization,[2]

ADOPTS, this 23 May 1973, the following Additional Regulations:

ARTICLE I

PART I - DEFINITIONS

Article 1

The definition of "airport" should be deleted and replaced by "means any airport designated by the Member State in whose ter-

[1] TIAS 7026; 21 UST 3003.
[2] TIAS 1808; 62 Stat. 2681.

ritory it is situated as an airport of entry and departure for international air traffic, where the formalities incident to customs, immigration, public health,[1] animal and plant quarantine and similar procedures are carried out."

PART III - HEALTH ORGANIZATION

Article 21

Paragraph 1: delete sub-paragraphs (b) and (c).

PART V - SPECIAL PROVISIONS RELATING TO EACH OF THE DISEASES SUBJECT TO THE REGULATIONS

Chapter II. Cholera

Article 63. Delete.

Article 64. Re-word to read as follows and re-number as Article 63.

"1. If on arrival of a ship, aircraft, train, road vehicle or other means of transport a case of cholera is discovered, or a case has occurred on board, the health authority (a) may apply surveillance or isolation of suspects among passengers or crew for a period not to exceed five days reckoned from the date of disembarkation; (b) shall be responsible for the supervision of the removal and safe disposal of any water, food (excluding cargo), human dejecta waste water including bilge water, waste matter, and any other matter which is considered to be contaminated, and shall be responsible for the disinfection of water tanks and food handling equipment.

2. Upon accomplishment of (b) the ship, aircraft, train, road vehicle or other means of transport shall be given free pratique."

Article 65–69 inclusive. Delete.

Article 70. Re-word to read as follows and re-number as Article 64.

"Foodstuffs carried as cargo on board ships, aircraft, trains, road vehicles or other means of transport in which a case of cholera has occurred during the journey, may not be subjected to bacteriological examination except by the health authorities of the country of final destination."

Article 71. Retain text unchanged and re-number as Article 65.

PART VI - HEALTH DOCUMENTS

Article 92.

Sub-paragraph 1. Delete reference to Appendix 2 and re-number accordingly.

Sub-paragraph 3 re-word to read as follows:

[1] The public health facilities would include those listed in Articles 14 and 19 of the International Health Regulations (1969). [Footnote in the original.]

"International certificates of vaccination must be signed in his own hand by a medical practitioner or other person authorized by the national health administration: his official stamp is not an accepted substitute for his signature."

Sub-paragraph 5. Delete reference to Appendix 2 and re-number accordingly.

Appendix 2. Delete and re-number Appendices accordingly.

ARTICLE II

The period provided in the execution of Article 22 of the Constitution of the Organization for rejection or reservation shall be three months from the date of the notification by the Director-General of the adoption of these Additional Regulations by the World Health Assembly.

ARTICLE III

These additional Regulations shall come into force on the first day of January 1974.

ARTICLE IV

The following final provisions of the International Health Regulations (1969) shall apply to these Additional Regulations: paragraph 3 of Article 100, paragraphs 1 and 2 and the first sentence of paragraph 5 of Article 101, 102 and 103, substituting the date mentioned in Article III of these Additional Regulations for that mentioned therein, 104 to 107 inclusive.

IN FAITH WHEREOF we have set our hands at Geneva this twenty-fourth day of May 1973.

J. SULIANTI
President of the Twenty-sixth World Health Assembly.

M. G. CANDAU
Director-General of the World Health Organization.

Sixteenth plenary meeting, 23 May 1973
A26/VR/16

VINGT-SIXIEME ASSEMBLEE MONDIALE DE LA SANTE WHA26.55

23 MAI 1973

REGLEMENT ADDITIONNEL DU 23 MAI 1973 MODIFIANT LE REGLEMENT SANITAIRE INTERNATIONAL (1969), EN PARTICULIER LES ARTICLES 1, 21, 63–71 ET 92

La Vingt-Sixième Assemblée mondiale de la Santé,

Considérant qu'il est nécessaire de modifier certaines dispositions du Règlement sanitaire international (1969); et

Vu les articles 2(k), 21(a) et 22 de la Constitution de l'Organisation mondiale de la Santé,

ADOPTE, ce 23 mai 1973, le Règlement additionnel ci-après:

ARTICLE I

TITRE I. DEFINITIONS

Article 1

Remplacer la définition de l'"aéroport" par ce qui suit: "Aéroport signifie tout aéroport que l'Etat Membre, dans le territoire duquel il est situé, a désigné comme aéroport d'entrée et de sortie destiné au trafic aérien international et où s'accomplissent les formalités de douane, de contrôle des personnes, de santé publique,[1] de contrôle vétérinaire et phytosanitaire et autres formalités analogues."

TITRE III. ORGANISATION SANITAIRE

Article 21

Paragraphe 1: Supprimer les alinéas b) et c).

TITRE V. DISPOSITIONS PROPRES A CHACUNE DES MALADIES SOUMISES AU REGLEMENT

Chapitre II. Choléra

Article 63

A supprimer.

Article 64

Lui donner le numéro 63 et le modifier comme suit:

"1. Si, à l'arrivée d'un navire, aéronef, train, véhicule routier ou autre moyen de transport, un cas de choléra est constaté, ou si un cas s'est produit à bord, l'autorité sanitaire a) peut soumettre les passagers ou les membres de l'équipage jugés suspects à une surveillance ou

[1] Les moyens des services de contrôle sanitaire comprennent ceux qui sont énumérés aux articles 14 et 19 du Règlement sanitaire international (1969).

à un isolement pendant une période qui ne doit pas dépasser cinq jours à compter de la date de débarquement; b) est responsable du contrôle de l'enlèvement et de l'élimination, dans des conditions hygiéniques, des réserves d'eau, des aliments (à l'exclusion de la cargaison), des déjections humaines, des eaux usées, y compris les eaux de cale, des matières résiduaires et de toutes autres matières considérées comme contaminées, ainsi que de la désinfection des réservoirs d'eau et du matériel servant à la manipulation des aliments.

2. Une fois appliquées les mesures prescrites sous b), le navire, aéronef, train, véhicule routier ou autre moyen de transport est admis à la libre pratique."

Articles 65–69

A supprimer.

Article 70

Lui donner le numéro 64 et le modifier comme suit:

"Les denrées alimentaires faisant partie de la cargaison qui se trouvent à bord d'un navire, aéronef, train, véhicule routier or autre moyen de transport sur lequel un cas de choléra s'est produit en cours de voyage ne peuvent être soumises à un examen bactériologique que par les autorités sanitaires du pays de destination finale."

Article 71

A maintenir sans changement, mais en lui donnant le numéro 65.

TITRE VI. DOCUMENTS SANITAIRES

Article 92

Dans le paragraphe 1, remplacer "Appendices 1, 2, 3 et 4" par "Appendices 1, 2, et 3", l'appendice 2 étant supprimé et les suivants renumérotés.

Modifier comme suit le paragraphe 3:

"3. Les certificats internationaux de vaccination doivent être signés de sa propre main par un médecin ou une autre personne habilitée par l'administration sanitaire nationale, un cachet officiel ne pouvant être considéré comme tenant lieu de signature."

Dans le paragraphe 5, remplacer "Appendices 2, 3 et 4" par "Appendices 2 et 3".

Appendice 2. A supprimer, les appendices suivants étant renumérotés.

ARTICLE II

Le délai prévu conformément à l'article 22 de la Constitution de l'Organisation pour formuler tous refus ou réserves est de trois mois à compter de la date de notification, par le Directeur général, de l'adoption du présent Règlement additionnel par l'Assemblée mondiale de la Santé.

ARTICLE III

Le présent Règlement additionnel entrera en vigueur le 1er janvier 1974.

ARTICLE IV

Seront applicables au présent Règlement additionnel les dispositions finales suivantes du Règlement sanitaire international (1969) paragraphe 3 de l'article 100, paragraphes 1 et 2 et première phrase du paragraphe 5 de l'article 101, article 102, article 103 (la date du 1er janvier 1971 étant remplacée par celle indiquée à l'article III du présent Règlement additionnel), et articles 104 à 107 inclusivement.

EN FOI DE QUOI nous avons apposé nos signatures et sceau ce vingt-quatre mai 1973, à Genève,

J. SULIANTI

Président de la Vingt-Sixième Assemblée mondiale de la Santé

M. G. CANDAU

Directeur général de l'Organisation mondiale de la Santé

Seizième séance plénière, 23 mai 1973
A26/VR/16

SINGAPORE

Trade in Cotton Textiles

Agreement amending the agreement of January 19, 1971.
Effected by exchange of notes
Dated at Singapore October 30, 1973 and January 29, 1974;
Entered into force January 29, 1974;
Effective October 1, 1973.

The American Ambassador to the Singaporan Minister for Finance

No. 567/73 SINGAPORE, *October 30, 1973.*

EXCELLENCY:

I refer to the recent discussions between representatives of our two governments concerning the incorporation of the non-apparel categories of wool and man-made fiber textiles within the purview of the bilateral Cotton Textile Agreement of January 19, 1971.[1]

In order to accommodate the inclusion and coverage of non-apparel categories of man-made fiber and wool textiles within the bilateral Cotton Textile Agreement, I propose that the bilateral Cotton Textile Agreement referred to above be amended with effect from October 1, 1973, in the following manner:

(1) Paragraph 2 of the "Attachment" to the bilateral Cotton Textile Agreement entitled "Singapore Cotton Textile Industry Restraint Schedule" shall be replaced by the following paragraph: "For the third limitation year, constituting the twelve-month period beginning January 1, 1973, the aggregate limit shall be 51,947,125 square yards equivalent and, for the fourth limitation year, constituting the twelve-month period beginning January 1, 1974, the aggregate limit shall be 64,544,500 square yards equivalent."

(2) Paragraph 3 shall be replaced by the following paragraph: "Within the applicable aggregate limits, the following group limits shall apply for the third and fourth limitation years:

[1] TIAS 7048; 22 UST 190.

43-377 O - 75 - 14

	Third Limitation Year	Fourth Limitation Year
	(Square Yards Equivalent)	
Group I Apparel Categories (Categories 39–63)	32, 964, 750	34, 613, 000
Group II All other Categories (Categories 1–38, 64, 101–110, 128, 131–132, 200–213, 241–243)	18, 982, 375	29, 931, 500"

(3) The last sentence of paragraph 6(a) shall be deleted and replaced by the following sentences: "The consultation level for categories in Group I shall be 492,485 square yards equivalent for the third limitation year and 517,109 square yards equivalent for the fourth limitation year. For the third and fourth limitation years, the consultation level for cotton and man-made fiber categories in Group II not specified in Annex B shall be 638,142 square yards equivalent and 670,049 square yards equivalent respectively. For wool textile categories falling into Group II, the consultation level for the third and fourth limitation years shall be 100,000 square yards equivalent and 101,000 square yards equivalent respectively."

(4) Annex A shall be amended by the addition of the following list as Annex A (1).

Annex A (1)

Categories of Man-Made Fiber Textile Products

Category	Description	Unit of Measure	Syd. Conversion
Group II			
200	Textured yarns	Lb.	3. 51
201	Yarn wholly of continuous filament, cellulosic	Lb.	5. 19
202	Yarn wholly of continuous filament, other	Lb.	11. 6
203	Yarn wholly of noncontinuous filament, cellulosic	Lb.	3. 4
204	Yarn wholly of noncontinuous filament, other	Lb.	4. 12
205	Yarns, other	Lb.	3. 51
206	Woven fabrics, cellulosic, wholly of continuous man-made fiber	Syd.	1. 0
207	Woven fabrics, cellulosic, wholly of noncontinuous fibers	Syd.	1. 0
208	Woven fabrics, other, wholly of continuous man-made fiber	Syd.	1. 0
209	Woven fabrics, other, wholly of noncontinuous fibers	Syd.	1. 0
210	Woven fabrics, other, of man-made fibers (including fabric containing more than 17% by weight of wool; glass fabrics and mixed yarn fabrics)	Syd.	1. 0
211	Knit fabrics	Lb.	7. 8
212	Pile and tufted fabrics	Syd.	1. 0
213	Specialty fabrics	Lb.	7. 8
241	Floor coverings	Sft.	0. 11
242	Other furnishings	Lb.	7. 8
243	Man-made fiber manufactures, nes.	Lb.	7. 8

Categories of Wool Textile Products

Category	Description	Unit of Measure	Syd. Conversion
Group II			
101	Wool tops and wool advanced	Lb.	1. 95
102	Yarns of Angora Rabbit hair	Lb.	1. 95
103	Other yarns of wool and hair	Lb.	1. 95
104	Woven fabrics of wool, including blankets (carriage robes, lap robes, Steamer rugs, etc.) over 3 yards in length	Syd.	1. 00
105	Billiard cloth	Syd.	1. 00
106	Blankets	Lb.	1. 295
107	Carriage and auto robes, etc. nes.	Lb.	1. 295
108	Tapestries and upholstery fabrics	Syd.	1. 00
109	Pile and tufted fabrics	Syd.	1. 00
110	Knit fabrics in the piece	Lb.	1. 95
126	Lace and net articles including veiling	Lb.	1. 95
128	Miscellaneous wool manufactures	Lb.	1. 95
131	Braided floor coverings	Sft.	0. 1111
132	Wool floor coverings, nes.	Sft.	0. 1111

(5) The Attachment shall be further amended by the addition of an "Annex B" as follows:

Consultation levels for the following specific man-made fiber non-apparel categories falling in Group II are established for the third and fourth limitation years:

Category	Third Limitation Year	Fourth Limitation Year
	(Square Yards Equivalent)	
200	2, 215, 000	2, 325, 750
211	2, 195, 000	2, 304, 750

If this proposal is acceptable to the Government of the Republic of Singapore, this note and your note of acceptance on behalf of the Government of the Republic of Singapore will constitute an agreement between our two governments.

EDWIN M CRONK

Mr. HON SUI SEN,
Minister for Finance,
Singapore.

The Singaporan Permanent Secretary, Ministry of Finance, Development Division, to the American Ambassador

MINISTRY OF FINANCE
FULLERTON BUILDING, 5TH FLOOR
SINGAPORE I
REPUBLIC OF SINGAPORE

MF(D) 00102/64 Vol 3

30 OCTOBER 1973

His Excellency
Mr EDWIN M CRONK
Ambassador
Embassy of the United States
of America in Singapore
Hill Street
Singapore 6

EXCELLENCY

I have the honour to acknowledge receipt of your Note No 567/73 of October 30, 1973, proposing amendments to the bilateral Cotton Textile Agreement of January 19, 1971.

I have the honour to inform you that the Government of the Republic of Singapore accepts the amendments contained in your Note.

NGIAM TONG DOW

Ngiam Tong Dow
Permanent Secretary
Ministry of Finance
Development Division

The Singaporan Ministry of Foreign Affairs to the American Embassy

MAJULAH SINGAPURA [1]

MFA 67/74

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No 27/74 dated 15 January 1974, [2] on the subject of the bilateral Textile Agreement on Man-Made Fibre and Wool Textiles and Textile Products.

The Ministry wishes to confirm that the Government of Singapore accepts the terms of the bilateral agreement as specified in the attachments to the Memorandum of Understanding initialled by representatives of the delegations of the United States of America and Singapore on 24 August 1973 [3] in Singapore, acceptance of which was conveyed in the two letters dated 30 October 1973 from Mr Ngiam Tong Dow, Permanent Secretary, Development Division, Ministry of Finance addressed to H.E. Mr. Edwin M. Cronk, Ambassador of the United States of America to Singapore.

The Ministry of Foreign Affairs avails itself of this opportunity to convey to the Embassy of the United States of America the renewed assurances of its highest consideration.

SINGAPORE *29 January 1974*

EMBASSY OF THE UNITED STATES OF AMERICA
Singapore

[1] In translation reads: "Republic of Singapore".

[2] Not printed.

[3] Not printed. The substance of the memorandum of understanding is embodied in U.S. notes 566/73 (see TIAS 7788; *post*, p. 208) and 567/73 (*ante*, p. 203) of Oct. 30, 1973.

SINGAPORE

Trade in Wool and Man-Made Fiber Textile Products

Agreement effected by exchange of notes
Dated at Singapore October 30, 1973 and January 29, 1974;
Entered into force January 29, 1974;
Effective October 1, 1973.

The American Ambassador to the Singaporan Minister for Finance

No. 566/73 SINGAPORE, *October 30, 1973.*

EXCELLENCY:

I refer to recent discussions between our two governments concerning exports of man-made fiber and wool textile products from Singapore to the United States of America. As a result of those discussions, I propose the following agreement:

1. The Government of the Republic of Singapore shall limit exports of wool and man-made fiber textile products from Singapore to the United States for the three agreement years beginning October 1, 1973, and extending through September 30, 1976, to the annual aggregate and specific limits as set forth below, and in accordance with the provisions of this Agreement:

(a) The aggregate limit for exports of man-made fiber textile products from Singapore to the United States for the first agreement year shall be:

124,000,000 square yards equivalent.

(b) The aggregate limit for exports of wool textile products from Singapore to the United States for the first agreement year shall be:

3,300,000 square yards equivalent.

2. (a) The coverage of this Agreement is limited to wool and man-made fiber apparel categories listed in Annex B and subject to the provisions of paragraph 10(b)(i) of this Agreement. Wool and man-made fiber fabric, yarn and made-up goods categories shall be controlled pursuant to the terms of the bilateral Cotton Textile Agreement of January 19, 1971, as amended.[1] In the event that the Cotton Textile Agreement is not extended beyond December 31, 1974, the wool and man-made fiber categories included in Group II of the

[1] TIAS 7048, 7787; 22 UST 190; *ante*, p. 203.

Cotton Textile Agreement shall be transferred to and controlled under the bilateral Wool and Man-made Fiber Textile Agreement, and the two governments agree to consult to make the appropriate amendments.

(b) A schedule of handicraft and art articles which shall be exempt from the limitation of this Agreement shall be developed by the two governments and incorporated into this Agreement as Annex C.

3. Within the applicable aggregate limit for man-made fiber textiles set forth in paragraph 1(a) above, the following specific limits shall apply for the first agreement year:

Man-Made Fiber Textile Products

Category	Syds. Equivalent
219	37, 800, 000
221	3, 700, 000
222	26, 800, 000
224	28, 000, 000
229	16, 000, 000

In the event that the Government of the United States of America requests consultations with the Government of the Republic of Singapore concerning undue concentration in exports from Singapore to the United States of apparel in TSUSA Nos. 380.8150 or 380.8155 or 380.8160 (all in Category 224), these exports will be limited until the two governments reach a satisfactory solution. The limit shall be on the basis of the twelve-month period beginning on the date the Government of the United States of America requests consultations under this paragraph and shall be 105 percent of the exports of such products from Singapore to the United States during the most recent twelve-month period preceding the request for consultations and for which statistics were available to the two governments on the date of this request.

4. For wool and man-made fiber textile categories not given a specific limit, the consultation levels in Annex A shall apply. Exports from Singapore to the United States in any agreement year shall not exceed those levels without consultation with, and approval of the Government of the United States of America.

5. For the second and succeeding twelve-month periods for which this Agreement is in effect, the level of exports permitted under each limitation set forth in this Agreement shall be increased by five percent for man-made fiber textiles and by one percent for wool textiles over the corresponding level for the preceding twelve-month period. The corresponding level for the preceding twelve-month period shall not include any adjustments under paragraphs 6 and 7.

6. The following shall be applied separately to the wool textile aggregate, and to the man-made fiber textile aggregate and specific limits.

(a) For any agreement year subsequent to the first agreement year and immediately following a year of a shortfall (i.e., a year in

which textile exports from Singapore were below the aggregate limit and specific limits applicable to the category concerned), the Government of the Republic of Singapore may permit exports from Singapore to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable specific limit and shall not exceed five percent of the aggregate limit in the year of the shortfall, and

(ii) In the case of shortfalls in the categories subject to specific limits, the carryover shall be used in the same category in which the shortfall occurred, and shall not exceed five percent of the specific limit in the year of the shortfall, and

(iii) In the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the categories not subject to specific limits and shall not be used to exceed any applicable specific limit except in accordance with the provision of paragraph 7 and shall be subject to the provisions of paragraph 5 of this Agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 7.

(c) The carryover shall be in addition to the exports permitted in paragraph 7 of this Agreement.

7. Within the applicable aggregate limit as adjusted pursuant to paragraph 6, exports in any category given a specific limit may exceed that limit by not more than five percent; provided, however, that the total of exports authorized for any category under this paragraph shall not exceed five percent of the unadjusted category limit for the year in question. Within the applicable aggregate limit, the square yard equivalent of any shortfalls occurring in exports in the categories given specific limits may be used in any category not given a specific limit during the year of the shortfall.

8. The Government of the Republic of Singapore shall use its best effort to space exports from Singapore to the United States of America as evenly as practicable taking into account seasonal factors.

9. Each government agrees to supply promptly any relevant available statistical data requested by the other government. In particular, the governments agree to exchange monthly data on exports and imports of wool and man-made fiber textile products from Singapore to the United States of America.

10. (a) For the purpose of this Agreement, the schedules of categories and conversion factors attached hereto as Annex B shall apply.

(b) (i) Any textile product which is wholly or in part of wool and/or man-made fiber, but not in chief value cotton, shall be subject to the terms of this Agreement, whether or not listed in Annex B.

(b) (ii) For purposes of this Agreement, a product covered under (b) (i) and not listed in Annex B shall be treated as a wool textile product if (a) it is 17 percent or more by weight of wool, or (b) the

weight of the wool component is not less than the weight of the man-made fiber content, or (c) the product contains no man-made fiber. All other products under (b) (i) but not listed in Annex B shall be considered man-made fiber textile products.

(c) Both governments agree to take such measures as may be appropriate to prevent the evasion of this Agreement by transshipment or other means.

11. (a) The governments agree to consult on any question arising in the implementation of this Agreement. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement including differences in points of procedure or operation.

(b) Experts of the two governments shall meet to consider hardship situations which may arise during the term of the present Agreement. The experts may make recommendations to the two governments for appropriate solutions. In considering these situations, conditions in both countries shall be taken into account.

12. The Government of the Republic of Singapore shall administer its export control system under this Agreement. The Government of the United States of America may assist the Government of the Republic of Singapore in implementing the limitations of this Agreement.

13. If the Government of the Republic of Singapore considers that, as a result of limitations specified in this Agreement, Singapore is being placed in an inequitable position vis-a-vis a third country, the Government of the Republic of Singapore may request consultation with the Government of the United States of America with the view to taking appropriate remedial action such as reasonable modification of this Agreement.

14. In the event that any multilateral international arrangement affecting world trade in cotton, man-made fiber and wool textiles is agreed within the terms of this Agreement, and provided that both governments accept such an arrangement, both governments agree to consult promptly to review the terms of this Agreement and to effect such adjustments as may be mutually agreed as necessary to render the terms of this Agreement consonant with the rights and obligations of both governments arising from any such international arrangement.

15. Either government may terminate this Agreement effective at the end of an agreement year by written notice to the other government to be given at least ninety days prior to the end of such agreement year. Either government may at any time propose revisions in the terms of this Agreement.

If this proposal is acceptable to the Government of the Republic of Singapore, this note and your note of confirmation on behalf of the Government of the Republic of Singapore shall constitute an agreement between the Government of the Republic of Singapore and the Government of the United States of America.

Accept, Excellency, the assurances of my highest consideration.

EDWIN M CRONK

Mr. HON SUI SEN,
Minister for Finance,
Singapore.

ANNEX A

Consultation levels for wool apparel categories (Cats. 111–126) not given specific limits and for man-made fiber apparel categories (Cats. 214–240) not given specific limits are established for the first agreement year as indicated below:

Wool Apparel Categories

Category	Syds. Equivalent
111–120	100, 000
121	1, 500, 000
122	600, 000
123–124	100, 000
125	1, 000, 000
126	100, 000

Man-made Fiber Apparel Categories

Category	Syds. Equivalent
216	751, 000
218	576, 000
228	500, 000
234	693, 000
235	787, 000
240	690, 000
All other apparel categories	350, 000

ANNEX B

Categories of Wool Textile Products

Category [1]	Description	Unit of Measure	Syd. Conversion
111	Hosiery	Doz. Pr.	2. 7814
112	Gloves and mittens	Doz. Pr.	2. 093
113	Underwear, knit	Lb.	1. 95
114	Other infants articles, knit, not ornamented	Lb.	1. 95
115	Knit hats and similar items	Lb.	1. 95
116	Knit wearing apparel, nes., valued not over $5 per pound	Lb.	1. 95
117	Knit wearing apparel, nes., valued over $5 per pound	Lb.	1. 95
118	Hats, caps, not blocked	Lb.	1. 95
119	Hats, caps, blocked finished	Lb.	1. 95
120	Men's and boys' suits	No.	4. 5
121	Men's and boys' outer coats	No.	4. 5
122	Women's, misses' and children's coats and suits	No.	4. 75
123	Women's, misses' and children's separate skirts	No.	1. 5
124	Trousers, slacks and shorts	No.	1. 5
125	Articles of wearing apparel, nes.	Lb.	2. 0
126	Lace and net articles, including veiling	Lb.	1. 95

[1] Non-apparel categories, by agreement between the two governments, and subsequent amendment, of the bilateral Cotton Textile Agreement of January 19, 1971 are, with effect from October 1, 1973, controlled under the provision of the bilateral Cotton Textile Agreement, as amended. [Footnote in the original.]

Categories of Man-Made Textile Fiber Products

Category [1]	Description	Unit of Measure	Syd. Conversion
214	Gloves and mittens, knit, whether or not ornamented	Doz. Pr.	3. 53
215	Hosiery	Doz. Pr.	4. 6
216	Dresses, Knit	Doz.	45. 3
217	Pajamas and other nightwear, knit	Doz.	51. 96
218	T-Shirts, knit	Doz.	7. 24
219	Shirts, other (including blouses), knit	Doz.	18. 36
220	Skirts, knit	Doz.	17. 8
221	Sweaters and cardigans, knit	Doz.	36. 8
222	Trousers, slacks and shorts, knit	Doz.	17. 8
223	Underwear, knit	Doz.	16. 0
224	Other wearing apparel, knit, whether or not ornamented	Lb.	7. 8
225	Body supporting garments	Doz.	4. 75
226	Handkerchiefs	Doz.	1. 66
227	Mufflers, scarves and shawls, not knit	Lb.	7. 8
228	Blouses, not knit	Doz.	14. 53
229	Coats, not knit	Doz.	41. 25
230	Dresses, not knit	Doz.	45. 3
231	Dressing gowns, including bathrobes and beach robes, not knit	Doz.	51. 0
232	Pajamas and other nightwear, not knit	Doz.	51. 96
233	Playsuits, sunsuits, washsuits, etc., not knit	Doz.	21. 3
234	Dress shirts, not knit	Doz.	22. 19
235	Shirts, other, not knit	Doz.	24. 46
236	Skirts, not knit	Doz.	17. 8
237	Suits, not knit	No.	4. 5
238	Trousers, slacks and shorts, not knit	Doz.	17. 8
239	Underwear, not knit	Doz.	16. 0
240	Other wearing apparel, not knit, whether or not ornamented	Lb.	7. 8

[1] Non-apparel categories, by agreement between the two governments, and subsequent amendment, of the bilateral Cotton Textile Agreement of January 19, 1971, are with effect from October 1, 1973, controlled under the provision of the bilateral Cotton Textile Agreement, as amended. [Footnote in the original.]

The Singaporan Permanent Secretary, Ministry of Finance, Development Division, to the American Ambassador

MINISTRY OF FINANCE
FULLERTON BUILDING, 5TH FLOOR
SINGAPORE 1
REPUBLIC OF SINGAPORE

MF(D) 00102/64 Vol 3

30 OCTOBER 1973

His Excellency
Mr EDWIN M CRONK
Ambassador
Embassy of the United States
of America in Singapore
Hill Street
Singapore 6

EXCELLENCY,

I have the honour to acknowledge receipt of your Note No 566/73 of October 30, 1973 with attachments, proposing an agreement between our two governments, to be effective October 1, 1973 concerning the export of man-made fibre and wool textiles from Singapore to the United States.

I have the honour to inform you that the Government of the Republic of Singapore accepts the proposals contained in your Note.

NGIAM TONG DOW

Ngiam Tong Dow
Permanent Secretary
Ministry of Finance
Development Division

The Singaporan Ministry of Foreign Affairs to the American Embassy

MAJULAH SINGAPURA [1]

MFA 67/74

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No 27/74 dated 15 January 1974, [2] on the subject of the bilateral Textile Agreement on Man-Made Fibre and Wool Textiles and Textile Products.

The Ministry wishes to confirm that the Government of Singapore accepts the terms of the bilateral agreement as specified in the attachments to the Memorandum of Understanding initialled by representatives of the delegations of the United States of America and Singapore on 24 August 1973 [3] in Singapore, acceptance of which was conveyed in the two letters dated 30 October 1973 from Mr Ngiam Tong Dow, Permanent Secretary, Development Division, Ministry of Finance addressed to H.E. Mr. Edwin M. Cronk, Ambassador of the United States of America to Singapore.

The Ministry of Foreign Affairs avails itself of this opportunity to convey to the Embassy of the United States of America the renewed assurances of its highest consideration.

SINGAPORE *29 January 1974*

EMBASSY OF THE UNITED STATES OF AMERICA
Singapore

[1] In translation reads: "Republic of Singapore".

[2] Not printed.

[3] Not printed. The substance of the memorandum of understanding is embodied in U.S. notes 566/73 (*ante*, p. 208) and 567/73 (see TIAS 7787; *ante*, p. 203) of Oct. 30, 1973.

AFGHANISTAN

Technical Cooperation

Agreement extending the agreement of June 30, 1953, as extended.
Effected by exchange of notes
Signed at Kabul November 27, 1973 and January 14, 1974;
Entered into force January 14, 1974;
Effective June 30, 1973.

The Afghan Deputy Minister for Political Affairs to the American Ambassador

شماره ـ ص ص ۳۱۷۳

جلالتمابا

با اشاره به نامه شماره ۸۰ مورخ ۱۱ جون ۱۹۷۳ مطابق ۲۱ جوزا ۱۳۵۲ جلالتماب رابرت نیومن سلف محترم شما درمورد موافقتنامهٔ پروگرام همکاری تخنیکی بین افغانستان و ایالات متحدهٔ امریکا که بتاریخ ۳۰ جون ۱۹۵۳ در کابل بامضاء رسیده است، مسرت دارم، در ارتباط به تعدیل مجدد مادهٔ نهم موافقتنامه مذکور، مراتب موافقت دولت جمهوری را مبنی بر تمدید تاریخ ان از " ۳۰ جون ۱۹۷۳ " الی " ۳۰ جون ۱۹۷۵ " باطلاع جلالتماب شما برسانم ۰

با اغتنام از فرصت احترامات فایقه را تجدید میدارم ۰

وحید عبدالله
معین سیاسی

کابل ـ ۵ قوس ۱۳۵۲

جلالتماب تیودور لایمن الیوت
سفیرکبیر ایالات متحدهٔ امریکا
کابل ۰

TIAS 7789

Translation

Note No. SS-3173 KABUL, *Qaus 5, 1352 (November 27, 1973)*

EXCELLENCY:

I have the honor to refer to your predecessor Ambassador Robert Neumann's Note No. 80, dated June 11, 1973, corresponding to Jawza 21, 1352, concerning the Technical Cooperation Program signed in Kabul on June 30, 1953. [1] I have the pleasure to inform Your Excellency of the Republican Government's agreement to reamend Article No. 9 of the aforementioned Agreement by extending its date from June 30, 1973 to June 30, 1975.

Accept, Excellency, the assurances of my highest consideration.

WAHID ABDULLAH

Deputy Minister for Political Affairs

His Excellency
THEODORE L. ELIOT, JR.,
Ambassador of the United States of America
Kabul.

The American Ambassador to the Afghan Deputy Minister for Foreign Affairs

No. 007 KABUL, *January 14, 1974*

EXCELLENCY:

I have the honor to refer to your Note No. SS-3173 dated Qaus 5, 1352 (November 27, 1973) in response to a letter from my predecessor Ambassador Robert G. Neumann concerning the Technical Cooperation Program Agreement signed in Kabul on June 30, 1953. I have the pleasure to inform Your Excellency of my Government's agreement to amend Article No. 9 of the June 30, 1953, Agreement by extending its date from June 30, 1973, to June 30, 1975.

Accept, Excellency, the assurance of my highest consideration.

THEODORE L. ELIOT, JR.

American Ambassador

His Excellency
WAHID ABDULLAH
Deputy Minister for Foreign Affairs,
Kabul.

---

[1] TIAS 2856, 7587; 4 UST 2012; 24 UST 850.

43-377 O - 75 - 15

REPUBLIC OF VIET-NAM

Agricultural Commodities

Agreement amending the agreement of August 29, 1972, as amended.
Effected by exchange of notes
Signed at Saigon February 8, 1974;
Entered into force February 8, 1974.

The American Ambassador to the Vietnamese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 34

FEBRUARY 8, 1974

EXCELLENCY:

I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on August 29, 1972, as amended on March 19, 1973, July 31, 1973, and September 5, 1973, [1] and to propose that that Agreement be further amended as follows:

In Part II, Particular Provisions, Item IV, Export Limitations, Paragraph C, Permissible Exports, delete the commodity table currently constituting this paragraph, and insert the following:

"1. The Government of the Republic of Vietnam may export up to 4,000 metric tons of cotton waste in each of U.S. Fiscal Years 1973 and 1974, without incurring any offset purchase requirement.

2. The Government of the Republic of Vietnam may export during U.S. Fiscal Year 1974 quantities of cotton waste in excess of 4,000 metric tons, and textiles fabricated in whole or in part from raw cotton, provided, however, that the cotton content of such cotton waste and textiles, by weight, is offset by commercial imports of raw cotton from the United States of America, using the foreign exchange of the Government of the Republic of Vietnam. It is understood that such commercial offset imports need not exceed during the export limitation period of this Agreement the quantity of raw

[1] TIAS 7452, 7592, 7690, 7710; 23 UST 2626; 24 UST 869, 1787; 24 UST 1982.

cotton imported by the Government of the Republic of Vietnam under Title I Public Law 480 Sales Agreement." [1]

All other terms and conditions of the August 29, 1972 Agreement, as amended, remain the same.

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

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

Sincerely yours,

GRAHAM MARTIN

Graham Martin

His Excellency
VUONG VAN BAC
Minister of Foreign Affairs
Republic of Vietnam
Saigon

The Vietnamese Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No. 608-EF/HT

SAIGON, *February 8th, 1974*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No. 34 dated February 8th, 1974 which reads as follows:

"I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on August 29, 1972, as amended on March 19, 1973, July 31, 1973, and September 5, 1973, and to propose that that Agreement be further amended as follows:

In Part II, Particular Provisions, Item IV, Export Limitations, Paragraph C, Permissible Exports, delete the commodity table currently constituting this paragraph, and insert the following:

[1] 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

"1. The Government of the Republic of Vietnam may export up to 4,000 metric tons of cotton waste in each of U.S. Fiscal Years 1973 and 1974, without incurring any offset purchase requirement.

2. The Government of the Republic of Vietnam may export during U.S. Fiscal Year 1974 quantities of cotton waste in excess of 4,000 metric tons, and textiles fabricated in whole or in part from raw cotton, provided, however, that the cotton content of such cotton waste and textiles, by weight, is offset by commercial imports of raw cotton from the United States of America, using the foreign exchange of the Government of the Republic of Vietnam. It is understood that such commercial offset imports need not exceed during the export limitation period of this Agreement the quantity of raw cotton imported by the Government of the Republic of Vietnam under Title I Public Law 480 Sales Agreement."

All other terms and conditions of the August 29, 1972 Agreement, as amended, remain the same.

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

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

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

[SEAL] VUONG-VAN-BAC

Vuong-Van-Bac
Minister of Foreign Affairs

His Excellency
GRAHAM MARTIN
Ambassador of the United States of America.
Saigon

MULTILATERAL

International Cooperation in the Field of Energy

Communique issued at Washington February 13, 1974; Entered into force February 13, 1974.

Washington Energy Conference Communiqué

February 13, 1974

Summary Statement

1. Foreign Ministers of Belgium, Canada, Denmark, France, the Federal Republic of Germany, Ireland, Italy, Japan, Luxembourg, The Netherlands, Norway, the United Kingdom, the United States met in Washington from February 11 to 13, 1974. The European Community was represented as such by the President of the Council and the President of the Commission. Finance Ministers, Ministers with responsibility for Energy Affairs, Economic Affairs and Science and Technology Affairs also took part in the meeting. The Secretary General of the OECD also participated in the meeting. The Ministers examined the international energy situation and its implications and charted a course of actions to meet this challenge which requires constructive and comprehensive solutions. To this end they agreed on specific steps to provide for effective international cooperation. The Ministers affirmed that solutions to the world's energy problem should be sought in consultation with producer countries and other consumers.

Analysis of the Situation

2. They noted that during the past three decades progress in improving productivity and standards of living was greatly facilitated by the ready availability of increasing supplies of energy at fairly stable prices. They recognized that the problem of meeting growing demand existed before the current situation and the needs of the world economy for increased energy supplies require positive long-term solutions.

3. They concluded that the current energy situation results from an intensification of these underlying factors and from political developments.

4. They reviewed the problems created by the large rise in oil prices and agreed with the serious concern expressed by the International Monetary Fund's Committee of Twenty at its recent Rome meeting over the abrupt and significant changes in prospect for the world balance of payments structure.

5. They agreed that present petroleum prices presented the structure of world trade and finance with an unprecedented situation. They recognized that none of the consuming countries could hope to insulate itself from these developments, or expect to deal with the payments impact of oil prices by the adoption of monetary or trade measures alone. In their view, the present situation, if continued, could lead to a serious deterioration in income and employment, intensify inflationary pressures, and endanger the welfare of nations. They believed that financial measures by themselves will not be able to deal with the strains of the current situation.

6. They expressed their particular concern about the consequences of the situation for the developing countries and recognized the need for efforts by the entire international community to resolve this problem. At current oil prices the additional energy costs for developing countries will cause a serious setback to the prospect for economic development of these countries.

7. General Conclusions. They affirmed, that, in the pursuit of national policies, whether in the trade, monetary or energy fields, efforts should be made to harmonize the interests of each country on the one hand and the maintenance of the world economic system on the other. Concerted international cooperation between all the countries concerned including oil producing countries could help to accelerate an improvement in the supply and demand situation, ameliorate the adverse economic consequences of the existing situation and lay the groundwork for a more equitable and stable international energy relationship.

8. They felt that these considerations taken as a whole made it essential that there should be a substantial increase of international cooperation in all fields. Each participant in the Conference stated its firm intention to do its utmost to contribute to such an aim, in close cooperation both with the other consumer countries and with the producer countries.

9. They concurred in the need for a comprehensive action program to deal with all facets of the world energy situation by cooperative measures. In so doing they will build on the work of the OECD. They recognized that they may wish to invite, as appropriate, other countries to join with them in these efforts. Such an action program of international cooperation would include, as appropriate, the sharing of means and efforts, while concerting national policies, in such areas as:

—The conservation of energy and restraint of demand.

—A system of allocating oil supplies in times of emergency and severe shortages.

—The acceleration of development of additional energy sources so as to diversify energy supplies.

—The acceleration of energy research and development programs through international cooperative efforts.*

10. With respect to monetary and economic questions, they decided to intensify their cooperation and to give impetus to the work being undertaken in the IMF, the World Bank and the OECD on the economic and monetary consequences of the current energy situation, in particular to deal with balance of payments disequilibria. They agreed that:

—In dealing with the balance of payments impact of oil prices they stressed the importance of avoiding competitive depreciation and the escalation of restrictions on trade and payments or disruptive actions in external borrowing.**

—While financial cooperation can only partially alleviate the problems which have recently arisen for the international economic system, they will intensify work on short-term financial measures and possible longer-term mechanisms to reinforce existing official and market credit facilities.**

—They will pursue domestic economic policies which will reduce as much as possible the difficulties resulting from the current energy cost levels.**

—They will make strenuous efforts to maintain and enlarge the flow of development aid bilaterally and through multilateral institutions, on the basis of international solidarity embracing all countries with appropriate resources.

11. Further, they have agreed to accelerate wherever practicable their own national programs of new energy sources and technology which will help the overall world-wide supply and demand situation.

12. They agreed to examine in detail the role of international oil companies.

13. They stressed the continued importance of maintaining and improving the natural environment as part of developing energy sources and agreed to make this an important goal of their activity.

14. They further agreed that there was need to develop a cooperative multilateral relationship with producing countries, and other consuming countries that takes into account the long-term interests of all. They are ready to exchange technical information with these countries on the problem of stabilizing energy supplies with regard to quantity and prices.

15. They welcomed the intiatives in the UN to deal with the larger issues of energy and primary products at a world-wide level and in particular for a special session of the UN General Assembly.

---

*France does not accept point 9. [Footnote in the original.]

**In point 10, France does not accept paragraphs cited with asterisks. [Footnote in the original.]

Establishment of Follow-on Machinery

16. They agreed to establish a coordinating group headed by senior officials to direct and to coordinate the development of the actions referred to above. The coordinating group shall decide how best to organize its work. It should:

—monitor and give focus to the tasks that might be addressed in existing organizations;
—establish such ad hoc working groups as may be necessary to undertake tasks for which there are presently no suitable bodies;
—direct preparations of a conference of consumer and producer countries which will be held at the earliest possible opportunity and which, if necessary, will be preceded by a further meeting of consumer countries.*

17. They agreed that the preperations for such meetings should involve consultations with developing countries and other consumer and producer countries.*

*France does not accept points 16 & 17. [Footnote in the original.]

PERU

Settlement of Certain Claims

Agreement signed at Lima February 19, 1974;
Entered into force February 19, 1974.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PERU

The Government of the United States of America and the Government of Peru issued the following statement on August 9, 1973:

"At the initiative of the Government of the United States of America, the Revolutionary Government of the Armed Forces of Peru has agreed to hold conversations with the objective of considering certain aspects of some United States investments. For this purpose, President Nixon has designated Mr. James R. Greene as his special emissary.

"It has been clearly established by the Government of Peru that the IPC case will not for any reason be a subject of said conversations inasmuch as this is a matter which has been definitively resolved. The Government of the United States recognizes that this is the position of the Revolutionary Government.

"The conversations will observe the most complete respect for the autonomous and sovereign decisions of both governments as well as for the profound transformations being carried out by the Revolutionary Government of the Armed Forces of Peru.

"The two governments agree that the conversations will contribute to the improvement of their relations, making them more cordial and constructive."

As a result of those conversations, the Government of the United States and the Government of Peru, desirous of arriving at a solution of pending problems, and with the objective of definitively concluding them and avoiding the presentation of future claims on these matters, have decided to conclude the following Agreement:

ARTICLE I

A. The pending problems to which this Agreement refers are the claims of United States nationals arising prior to the date of this Agreement as a result of expropriation or other forms of permanent taking by the Revolutionary Government of the Armed Forces of Peru of property and interests in property, direct or indirect, and the claims of the Government of Peru against such United States nationals, as well as the claims of United States nationals and the Government of Peru over certain road construction contracts arising prior to the date of this Agreement.

B. "United States nationals" as used in this Agreement means corporations organized under the laws of a state of

the United States which (a) own individually or collectively, directly or indirectly, 50 percent or more of the outstanding stock or other property or interest in property or contract rights, upon which the claims referred to in paragraph A are based, and (b) have made their claims known to the United States Government prior to the date of this Agreement.

C. The provisions of this Agreement shall not affect in any way any claims of citizens or corporations of the United States or Peru against the other government which, because of the provisions of this article, do not come within the scope of this Agreement.

ARTICLE II

A. In order to resolve these pending problems and as a total and definitive solution, a settlement is agreed upon, after taking into account the claims of the Government of Peru against the aforesaid United States nationals or their subsidiaries, branches or affiliates in Peru, in the amount of $76,000,000 which sum will be delivered to the Government of the United States in settlement for the properties, interests, or rights forming the subject of the Agreement, and in discharge of any liability or obligation of the Government of Peru with respect to the claims of the United States nationals referred to in Article I.

B. The aforesaid amount, $76,000,000, will be delivered by the Government of Peru to the Government of the United States upon signature of this Agreement, thus resolving any claims of nationals of the United States against the Government of Peru regarding the matters covered by this Agreement.

ARTICLE III

The distribution of the sum referred to in Article II hereof falls within the exclusive competence of the Government of the United States, without any responsibility arising therefrom on the part of the Government of Peru from the exercise of this authority by the Government of the United States. In accordance with internal procedures falling within its exclusive competence, the Government of the United States will deposit said sum in a trust account in the United States Treasury until distribution, with interest, pursuant to the determination by the Secretary of State of the United States of America in accordance with the laws of the United States.

ARTICLE IV

The Government of the United States declares that the payment of the sum referred to in Article II cancels any liability or obligation of the Government of Peru to United States nationals, their subsidiaries, branches and affiliates, in respect of the problems and claims referred to in Article I.

ARTICLE V

In view of the intergovernmental nature of this Agreement, the Government of Peru declares that there no longer exist any liabilities for the payment of taxes, other charges, or obligations, or legal actions, civil or otherwise, against the United States nationals referred to in Article I, their subsidiaries, branches or affiliates in Peru, or against the present or former officials of any of them, regarding their activities as employees of said nationals, their subsidiaries, branches or affiliates prior to the signing of this Agreement, nor will any claims or proceeding based upon such taxes, charges, obligations, liabilities, or legal actions affecting the natural or juridical persons referred to above be asserted, continued, or enforced in the future. The Government of Peru will also assume the legally valid contractual and other pecuniary obligations (including pensions and other employee benefits) of the United States nationals, their subsidiaries, branches or affiliates in Peru referred to in Article I, which arise out of their operations in Peru and are communicated to the Government of Peru.

ARTICLE VI

The Government of the United States will undertake to obtain, where pertinent, from the United States nationals referred to in Article I the documents or titles related to their claims or to the satisfaction thereof and deliver them to the Government of Peru.

ARTICLE VII

After the entry into force of this Agreement, neither government will present to the other, on its behalf or on behalf of another, any claim or demand with respect to the matters referred to in Article I of this Agreement. In the event that such claims are presented directly by nationals of one country to the government of the other, such government will refer them to the government of the national concerned.

ARTICLE VIII

This Agreement shall enter into force upon signature and upon payment in accordance with Article II. (See Annexes A and B.)

Done at Lima this 19th day of February, 1974, in duplicate, in the Spanish and English languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

James R. Greene

Taylor G. Belcher

FOR THE GOVERNMENT OF PERU:

Miguel A. de la Flor Valle

ANNEX A

Without modifying the provisions of this Agreement, the Government of Peru expressly states that the matters covered by this Agreement refer to the problems and claims arising from the activities carried on in Peru by the following companies:

Peruvian Branch of Cerro de Pasco Corporation incorporated in the State of Delaware, United States

Sociedad Paramonga Limitada S.A.

Compañía Papelera Trujillo S.A. (TRUPAL)

Cartavio S.A.

Envases Sanmarti S.A.

Cargill Peruana S.A.

Gloucester Peruvian S.A.

Pesquera Meilan S.A.

Gold Kist S.A. and Pesquera Salinas S.A.

Compañía Pesquera de Coishco S.A.

Refineria Conchan-Chevron S.A. and Compañía Petrolera Conchan-Chevron S.A.

Brown and Root Overseas Inc. and Brown and Root S.A.

Morrison Knudsen Company Inc. (EMKAY) and its associates Conselva

Zachry International Inc. and its associates

ANNEX B

The Government of the United States recognizes that the position of the Government of Peru is stated in Annex A and notes that this position is stated without modifying, by interpretation or otherwise, the provisions of this Agreement.

43-377 O - 75 - 16

CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DEL PERU

El Gobierno de los Estados Unidos de América y el Gobierno del Perú emitieron el siguiente comunicado el 9 de agosto de 1973:

"A iniciativa del Gobierno de los Estados Unidos de América, el Gobierno Revolucionario de la Fuerza Armada del Perú ha aceptado realizar conversaciones con el fin de considerar determinados aspectos derivados de algunas inversiones estadounidenses. Para dicho efecto el Presidente Nixon ha designado al señor James R. Greene, como su enviado especial.

"Ha quedado claramente establecido por el Gobierno del Perú que el caso IPC no será por ningún motivo materia de dichas conversaciones por cuanto se trata de un asunto definitivamente solucionado. El Gobierno de los Estados Unidos ha reconocido que ésta es la posición del Gobierno Revolucionario.

"Las conversaciones se realizarán dentro del más cabal respeto a las decisiones autónomas y soberanas de ambos Gobiernos, así como a las profundas transformaciones que está llevando a cabo el Gobierno Revolucionario

de la Fuerza Armada del Perú.

"Los dos Gobiernos están de acuerdo en que las conversaciones contribuirán al mejoramiento de sus relaciones, haciéndolas más cordiales y constructivas."

Como resultado de tales conversaciones, el Gobierno de los Estados Unidos y el Gobierno del Perú deseosos de llegar a una solución de problemas pendientes y con el objeto de concluir definitivamente con ellos y evitar la presentación de reclamaciones futuras sobre estos asuntos, han decidido suscribir el presente Convenio:

ARTICULO I

A. Los problemas pendientes a que se contrae el presente Convenio son las reclamaciones de nacionales de los Estados Unidos, surgidas con anterioridad a la fecha de este Convenio, como resultado de expropiación u otras formas de adquisición permanente por el Gobierno Revolucionario de la Fuerza Armada del Perú de bienes e intereses en bienes, de propiedad directa o indirecta y las reclamaciones del Gobierno del Perú contra tales nacionales de los Estados Unidos, así cómo las reclamaciones de nacionales de los Estados Unidos y del Gobierno del Perú sobre ciertos contratos para la construcción de carreteras surgidos con anterioridad a la fecha de este Convenio.

B. El término "nacionales de los Estados Unidos" como se emplea en este Convenio significa empresas organizadas como sociedades bajo las leyes de un Estado de los Estados Unidos que (a) son dueñas, individual o colectivamente, directa o indirectamente, del cincuenta por ciento o más de las acciones emitidas o de otros bienes o intereses en bienes, o derechos contractuales, sobre los cuales se basan las reclamaciones a que se contrae el párrafo A; y (b) que han dado a conocer sus reclamaciones al Gobierno de los Estados Unidos antes de la fecha de este Convenio.

C. Las disposiciones de este Convenio no afectarán en manera alguna cualesquiera reclamaciones de ciudadanos o de sociedades de los Estados Unidos o del Perú contra el otro Gobierno, los que, por razón de lo dispuesto en este artículo, no están incluídos en los alcances de este Convenio.

ARTICULO II

A. Para resolver estos problemas pendientes y por concepto de solución total y definitiva, se conviene una liquidación luego de tomar en cuenta las reclamaciones del Gobierno del Perú contra los referidos nacionales de los Estados Unidos o sus subsidiarios, sucursales o filiales en el Perú, que alcanza el monto de SETENTISEIS MILLONES DE DOLARES AMERICANOS Y 00/100 (US$ 76'000,000.oo), suma que se entre-

gará al Gobierno de los Estados Unidos en cancelación de los bienes, intereses y derechos materia del Convenio y en descargo de cualesquiera obligaciones o responsabilidades del Gobierno del Perú con respecto a reclamaciones de nacionales de los Estados Unidos a que se refiere el Artículo I.

B. La suma antes mencionada de SETENTISEIS MILLONES DE DOLARES AMERICANOS Y 00/100 (US$ 76'000,000.oo), será entregada por el Gobierno del Perú al Gobierno de los Estados Unidos al firmar este Convenio, poniendo así fin a cualesquiera reclamaciones de nacionales de los Estados Unidos al Gobierno del Perú respecto de los asuntos abarcados por este Convenio.

ARTICULO III

La distribución de la suma a que se refiere el Artículo II del presente Convenio, es de exclusiva competencia del Gobierno de los Estados Unidos, sin que del ejercicio de esta atribución emane ninguna responsabilidad para el Gobierno del Perú. De acuerdo con procedimientos internos de su exclusiva responsabilidad, el Gobierno de los Estados Unidos depositará dicha suma en una cuenta fiduciaria en el Tesoro de los Estados Unidos de América hasta su distribución, con intereses, de conformidad con la determinación por parte del Secretario de Estado de los Estados Unidos de América de acuerdo con las leyes de los Estados Unidos.

ARTICULO IV

El Gobierno de los Estados Unidos declara que el pago de la suma a la que se alude en el Artículo II cancela toda responsabilidad u obligación del Gobierno del Perú con los nacionales de los Estados Unidos, sus subsidiarios, sucursales y filiales respecto de los problemas y reclamaciones a que se refiere el Artículo I.

ARTICULO V

Dada la naturaleza intergubernamental del presente Convenio, el Gobierno del Perú declara que no existen ya responsabilidades o cargas u obligaciones o pago de cualquier impuesto, ni acciones legales, civiles o de otra índole, contra los nacionales de los Estados Unidos a que se refiere el Artículo I, sus subsidiarios, sucursales o filiales en el Perú o contra los actuales o anteriores funcionarios de cualesquiera de ellos, en relación con sus actividades como funcionarios de dichos nacionales, sus subsidiarios, sucursales o filiales efectuadas con anterioridad a la firma de este Convenio. No se iniciarán, continuarán o ejecutarán en el futuro cualesquiera reclamaciones o actuaciones en base a tales impuestos, cargas, obligaciones, responsabilidades o acciones legales, relativos a las personas naturales o jurídicas mencionadas anteriormente. El Gobierno del Perú asumirá asimismo las obligaciones contractuales o pecuniarias (inclusive pensiones y

otras prestaciones para empleados) legalmente válidas y comunicadas al Gobierno del Perú de los nacionales de los Estados Unidos, sus subsidiarios, sucursales o filiales en el Perú, a que se refiere el Artículo I, que emanen de sus operaciones en el Perú.

ARTICULO VI

El Gobierno de los Estados Unidos se compromete a obtener, cuando fuere pertinente, de los nacionales de los Estados Unidos a que se refiere el Artículo I, los documentos o títulos relacionados a sus reclamaciones o a la satisfacción de los mismos y hará entrega de los mismos al Gobierno del Perú.

ARTICULO VII

Después de que este Convenio entre en vigor, ninguno de los dos Gobiernos presentará al otro, en nombre propio o por cuenta de terceros, cualquier reclamación o demanda con respecto a los asuntos a los que se refiere el Artículo I de este Convenio. En el caso en que nacionales de un país presenten reclamaciones directamente al Gobierno del otro país, tal Gobierno las referirá al Gobierno del nacional interesado.

ARTICULO VIII

Este Convenio entrará en vigor al efectuarse la firma y el pago a que se refiere el Artículo II (Ver anexos A y B).

Hecho en Lima, a los diecinueve días d l mes de febrero de mil novecientos setenticuatro, en duplicado, en los idiomas inglés y español, siendo ambos textos igualmente auténticos.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

James R. Greene

Taylor G. Belcher

POR EL GOBIERNO DEL PERU

Miguel A. de la Flor Valle

ANEXO A

Sin modificar las disposiciones de este Convenio el Gobierno del Perú deja expresa constancia de que los asuntos a que se contrae el presente Convenio se refieren a los problemas y reclamaciones derivados de las actividades realizadas en el Perú por las siguientes empresas:

Sucursal en el Perú de la Compañía Cerro de Pasco Corporation Incorporada en el Estado de Delaware, Estados Unidos.

Sociedad Paramonga Limitada S.A.

Compañía Papelera Trujillo S.A. (TRUPAL)

Cartavio S.A.

Envases Sanmarti S.A.

Cargill Peruana S.A.

Gloucester Peruvian S.A.

Pesquera Meilan S.A.

Gold Kist S.A. y Pesquera Salinas S.A.

Compañía Pesquera de Coishco S.A.

Refinería Conchan-Chevron S.A. y Compañía Petrolera Conchan-Chevron S.A.

Brown and Root Overseas Inc., y Brown and Root S.A.

Morrison-Knudsen Company Inc. (EMKAY) y sus asociados Conselva

Zachry International Inc. y sus asociados

ANEXO B

El Gobierno de los Estados Unidos ha reconocido que la posición del Gobierno del Perú está precisada en el Anexo A y toma nota que esta posición se expresa sin modificar, por vía de interpretación u otra manera, las disposiciones de este Convenio.

AFGHANISTAN

Agricultural Commodities

Agreement signed at Kabul February 21, 1973;
Entered into force February 21, 1973.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE ROYAL GOVERNMENT OF AFGHANISTAN FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Royal Government of Afghanistan have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit Annex of the July 19, 1967 agreement, [1] and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat/wheat flour	1973	35, 000	$3. 6
Soybean/cottonseed oil	1973	8, 000	2. 9
		TOTAL	$6. 5

ITEM II. Payment Terms:

Convertible Local Currency Credit

1. Initial Payment—None
2. Currency Use Payment—7 percent of the dollar amount of the financing by the Government of the exporting country under this agreement is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency

[1] TIAS 6322; 18 UST 1766.

Credit Annex applicable to this agreement. No request for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation under this agreement.

3. Number of Installment Payments—31
4. Amount of Each Installment Payment—Approximately equal annual amounts.
5. Due Date of First Installment Payment—10 years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate—2 percent
7. Continuing Interest Rate—3 percent

ITEM III. Usual Marketing Requirements:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Wheat/wheat flour	1973	None
Edible Vegetable Oil and/or Oilseeds (oil equivalent basis)	1973	4, 600

ITEM IV. Export Limitations:

A. The export limitation period for commodities the same as or like any particular commodity financed under this agreement shall be the period beginning on the date of this agreement and ending on the final date on which the relevant commodities financed under this agreement are imported and utilized.

B. For the purpose of Part I, Article III A 3 of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for wheat/wheat flour—wheat and wheat flour, rolled wheat, semolina, farina or bulgur (or the same product under a different name); and for soybean/cottonseed oil—edible vegetable oil, including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, sesame oil, and all oilseeds or beans from which these listed oils are produced.

C. Permissible Exports

Commodity	Quantity	Period during which exports are permitted
Sesame seed	725 MT	FY 1973

ITEM V. Self Help Measures:

A. Recognizing the critical importance of agriculture to Afghanistan's national economy, the Royal Government of Afghanistan continues to give highest priority to agricultural development during the Fourth Five Year Plan. Included within this high priority will be adaptive research and extension services for the wider use of fertilizer and improved seed for wheat and other crops under programs

mutually agreed upon between the Royal Government of Afghanistan and the Government of the United States of America.

B. The Royal Government of Afghanistan recognizes that continued agricultural development will result in Afghanistan's achievement of wheat sufficiency or surplus conditions in the next few years. Changing supply and demand conditions will make careful management of national wheat resources and of other commodities increasingly essential. The Royal Government of Afghanistan will begin the analysis of present and future conditions and the planning necessary to create a national wheat management program. This program will include establishment of a national wheat reserve and a price stabilization system. The specific steps the Royal Government of Afghanistan desires to take are as follows:

1. Reform, improve and utilize the personnel and facilities of the Food Procurement Department to achieve as soon as possible the following goals:

(a) Timely and accurate routine reporting procedures for wheat acquisitions, movements to provincial storage and distribution centers, dispersals and stock positions.

(b) Improve and utilize nationwide communications and coordinate with other information-gathering organizations in order to monitor grain prices and availabilities for the purpose of anticipating local or national shortages or surpluses.

2. Establish effective financial reporting procedures of receipts and expenditures by the Food Procurement Department to the Ministry of Finance.

3. The Royal Government of Afghanistan has stated its intention to initiate and complete as soon as possible a formal broad study to determine the management, personnel, financial and physical resources, and the planning required to establish a national wheat storage, procurement, and distribution system. Furthermore, the Royal Government of Afghanistan desires to take advantage of technical and other assistance potentially available from international organizations and countries to cooperate in carrying out the study and formulating and implementing recommendations to create the system.

4. In agreement with the principle that the Royal Government of Afghanistan must participate and intervene in the national wheat market in order to build stocks for its own use and to support reasonable prices to wheat farmers, the Government is carrying out and plans to complete a purchase program designed to procure domestically as much as 35,000 metric tons of wheat during Afghan fiscal year 1351.

C. The Royal Government of Afghanistan is strengthening the provincial development (including Food-For-Work) program to take

full advantage of the potential of this national project to accelerate rural progress and improve economic conditions of people throughout the country.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in Item V and the development budget of the Royal Government of Afghanistan.

ITEM VII. Ocean Freight (Differential):

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions:

A. The Government of the exporting country elects, pursuant to paragraph 6 of the Convertible Currency Credit Annex, that all payments under Item II 2 of this Part II be made in Afghanis, which shall be used by the Government of the exporting country for payment of its obligations in the importing country.

B. The currency use payment under Item II 2 of this Part II shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until value of the currency use payment has been offset.

C. Substitute the following for paragraph 4 of the Convertible Local Currency Annex:

The total amount of funds to be applied to the economic development uses set forth in Part II of this agreement shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the total amount so applied shall be reduced by the payment, if any, made by the Government of the importing country pursuant to the provision in Section 103(b) of the Act [1] (such payment is herein called "the currency use payment"). The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for

[1] 80 Stat. 1528; 7 U.S.C. §1703(b).

local currency in connection with the commercial import of the same commodities. Any accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedures, at such times as may be requested by the Government of the exporting country but not less than annually, a report of the allocation of the equivalent funds committed to the economic development uses set forth in Part II of this agreement, certified by the appropriate audit authority of the Government of the importing country, and in the case of expenditures the budget sector in which they were used.

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

DONE at Kabul, in duplicate, this 21st day of February, 1973.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE ROYAL GOVERNMENT OF AFGHANISTAN:
R G NEUMANN	MOH'D KHAN JALALLAR
Robert G. Neumann *Ambassador*	Mohammad Khan Jalallar *Minister of Finance*

Minute of Understanding

Supplement to the 1973 PL 480 Title I Agreement Between the United States Government and the Royal Government of Afghanistan

1. It is noted that the United States Government (USG) is hopeful that all of the wheat programmed can be shipped before June 30, 1973, but because of the tight wheat situation in the United States and the limitations placed on PL 480 expenditures, it may be necessary to ship some commodities shortly thereafter.

It also is noted that at the time the program was developed it was expected that 50,000 metric tons of wheat could be procured within the Maximum Export Market Value originally specified. However, because of recent price increases the amount of financing which is provided in the 1973 Agreement will not be sufficient to purchase the original quantity. To the extent that the finances of the USG will permit, the USG desires to increase the Maximum Export Market Value of the 1973 Agreement to enable the RGA to approach its desired quantity. Even so, the RGA understands that the USG will not be able to finance the full amount of 50,000 MT of wheat. If it does become possible to provide additional financing during the USG

Fiscal Year 1973, an amendment to the 1973 Agreement can accomplish the purpose.

2. The Currency Use Payment to be made by the Royal Government of Afghanistan (RGA) in accordance with Part II, item II, 2, of the 1973 Agreement will be made in Afghanis upon demand by the USG.

3. The RGA agrees that in the event it should make commercial purchases of wheat and/or wheat flour, the U.S. will be given an opportunity to participate. The provisions of the U.S. Commodity Credit Corporation credits have been made available to the RGA.

4. The RGA agrees that it will continue to import at least 6,800 MT of edible vegetable and marine oil. Of this total amount, not less than 4,600 MT will be edible vegetable oil as stated in the 1973 Agreement under the Usual Marketing Requirement.

5. Since the self-help measures included in the March 27, 1971[1] agreement are of a long-term nature and complementary to the self-help measures of the 1973 agreement, the RGA is continuing them. The self-help Minute of Understanding and termination clause of the July 19, 1967 agreement also apply to the 1973 Agreement. The RGA also notes its responsibility for preparing an annual report on the self-help measures and agrees to submit it each year as appropriate on or before December 1 of each year.

6. The USG and the RGA agree to the arrangements for identification and publicity as in previous agreements.

7. a) The RGA recognizes that reporting is an essential part of its programming responsibilities and understands the necessity for submitting reports as required under the Agreement, Part I, Article III D. The reports are due to the U.S. Embassy by the fifteenth of January, April, July, and October covering information referred to in subparagraphs 2, 3 and 4 of paragraph D. In particular, the RGA will include the quantity of sesame seed exported during the export limitation period of this Agreement.

b) The RGA further agrees to return the completed "arrival and shipping" information (ADP sheets) with appropriate notations certifying receipt of all commodities as soon as possible, but not later than 30 days from the date of unloading in the importing country or 30 days from receipt of the ADP sheets, whichever is later.

8. The exchange rate to be used by the RGA to fulfill the requirement of Part II, Item VIII C will be that of the day upon which the commodities of the 1973 Agreement are received in Afghanistan.

9. The 1973 Agreement will be executed in the English language and in the Dari language; however, the English language document will be controlling.

[1] TIAS 7096; 22 UST 538.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Minute of Understanding.

DONE at Kabul, in duplicate, this 21st day of February, 1973.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

R G NEUMANN

Robert G. Neumann
Ambassador

FOR THE ROYAL GOVERNMENT OF AFGHANISTAN:

MOH'D KHAN JALALLAR

Mohammad Khan Jalallar
Minister of Finance

TIAS 7793

43-377 O - 75 - 17

موافقتنامه بین حکومت اضلاع متحده امریکا
و حکومت پادشاهی افغانستان راجع به
فروش مواد زراعتی

حکومت اضلاع متحده امریکا و حکومت پادشاهی افغانستان بفروش مواد مشخص ذیل زراعتی موافقت نموده است. این موافقتنامه مشتمل است برمقدمه ـ قسمت اول وسوم وتعهد کریدت پول محلی قابل تبادله مربوط موافقتنامه ۱۹ ماه جولای سال ۱۹۶۷ وقسمت دوم آتی :

قسمت دوم ـ مقررات مشخص :

جزاول ـ جدول مواد :

مواد	تاریخ تهیه	تخمینی حداکثرمقدار	حداکثرصادرات قیمت مارکیت
	سال مالی امریکا	تن متریک	ملیون دالر
گندم ـ آرد گندم	۱۹۷۳	۳۵۰۰۰	۴ر۶
روغن سایبین یا روغن پنبه دانه	۱۹۷۳	۸۰۰۰	۲ر۹
مجموع			۶ر۵

جزدوم ـ شرایط تادیه :

۱ تادیه پیشکی ـ ندارد

۲ پول قابل تادیه ـ هفتفیصد مبلغ دالریکه ازطرف حکومت مملکت صادرکننده به اساس موافقتنامه مذا تحویل گردیده باشرتقاضای حکومت صادرکننده به مبالغیکه مطابق پیرگراف ششم تعهد کریدت پول محلی قابل تبادله معین میشود وبالای این موافقتنامه نافذ است قابل تادیه میباشد . حکومت مملکت صادرکننده قبل از استفاده اولی توسط (Commodity Credit Corporation) اتحادیه کریدتی خیاد درخواست تادیه نموده نمیتواند .

۳ ـ تعداد تادیات اقساط ـ ۳۱

۴ ـ مبلغ هر قسط قابل تادیه ـ تقریبا مبالغ مساوی سالیانه ·

۵ ـ تاریخ اولین قسط قابل تادیه ـ ده سال بعد از چالانی اخری مواد درهر سال تقویمی ·

۶ ـ نرخ ربح در مدت اولی ـ دو فیصد ·

۷ ـ نرخ ربح در مدت باقیمانده ـ ۳ فیصد ·

جز سوم ـ شرائط معموله مارکتنگ :

مواد	تاریخ ورود	شرائط معموله مارکتنگ
گندم یا ارد گندم	سال مالی امریکا ۱۹۷۳	تن متریک ـ ندارد
روغن نباتی خوراکه و یا روغن حبوبات (روغن مساویانه)	((((((۱۹۷۳ ((((	۴۶۰۰

جز چارم ـ تحدیدات صادراتی :

الف : مدت تحدید صادرات مواد معینه یا مشابه ان که تحت این موافقتنامه تمویل میگردد از تاریخ موافقتنامه هذا الی زگردیده و به اخرین تاریخیکه اموال مربوط این موافقتنامه توریدو استفاده میشود انجام می یابد ·

ب : بمنظور قسمت اول ـ ماده سوم ـ جز سوم الف این موافقتنامه عین اموال یا مشابه ان اموال دیگری که تحت این موافقتنامه تمویل میشود عبارت از گندم ـ ارد گندم ـ گندم پاک شده ـ مکرونی نشایسته یا دلده (یا عین محصول به اسم های مختلفه) روغن سایین و پنبه دانه بشمول روغن بادام زمینی ـ روغن سایین ـ روغن پنبه دانه ـ روغن دانه شلغم روغنی ـ روغن دانه افتاب پرست ـ روغن کنجد و تمام حبوبات روغنی یا لوبیا که این روغن ها ازان تولید میگردد ·

- ۳ -

ج - صادرات مجاز :

جنس	مقدار	مدتی که دران صادرات مجاز است
کنجد دانه	۲۲۵ تن متریک	سال مالی امریکا - ۱۹۷۳

جز پنجم - اقدامات اتکا بخود :

الف : با درنظرداشت اهمیت بارز زراعت در اقتصاد ملی افغانستان حکومت شاهی افغانستان در جریان پلان پنجساله چارم انکشاف زراعت اقدامات اولی تحقیقات - خدمات توسعوی در مورد توسعه استعمال کود کیمیاوی و تخم اصلاح شده وغله جات دیگر تحت پروگرامیکه مشترکا بین حکومت شاهی افغانستان و حکومت اصلاح متحده امریکا موافقه میشود شامل است .

ب : حکومت شاهی افغانستان به فهم اینکه ادامه انکشاف زراعت در کشور خود کافی از رهگذر گندم یا مازاد گندم در سالهای اینده نزدیک میشود و تغییرات شرائط عرضه و تقاضا مستحصلت دقیق و جدی منابع گندم داخلی و مواد دیگر را بطور روز افزون با اهمیت میسازد با در نظر داشت این موضوع تصمیم خواهد گرفت تا به تحلیل شرائط فعلی و اینده بپردازد و پلان گذاری لازمه را جهت رویکار اوردن یک پروگرام ملی مستحصلت گندم رویدست بگیرد . پروگرام مورد نظر شامل تاسیس یک سیستم ریزرف گندم داخلی و استقرار قیمت میباشد . اقدامات مشخص ذیل را حکومت شاهی افغانستان اغاز خواهد کرد .

۱ - اصلاحات - توسعه و استفاده از پرسونل و تسهیلات ریاست عمومی ارزاق جهت نیل بزودی معکسه با هدافاتی

الف : طرز العمل ارائه صحیح و بوقت را پور دربارهٔ حصول گندم - انتقال ان به گدامهای ولایات - مرکز توزیعی - توزیع گندم و وضع ذخائر .

ب : توسعه و استفاده از مخابرات در سراسر کشور و داشتن ارتباط با سازمانهای دیگر جمع اوری معلومات بخاطر مراقبت قیمت غله جات و موجودیت ان جهت پیشبینی کسر یا مازاد گندم به سویه ملی یا محلی .

۲ - تاسیس پروسجر موثر ارائه راپور مالی درمورد درامد و مصارف ریاست عمومی ارزاق و احتیاجات بوزارت مالیه

۳ - حکومت شاهی افغانستان اراده دارد تا یک مطالعه جامع و رسمی را رویدست گرفته و بزودی انرا بغرض تشخیص - مشخصت - پرسونل - منابع مالی و فزیکی

وپلان گذاری یکی مستلزم ذخیره گندم داخلی ـ خریداری وسیستم توزیع باید تکمیل گردد .

حکومت شاهی افغانستان آرزو دارد تا از کمک تخنیکی ومعاونت موجوده دیگر موسسات بین المللی وممالک دوست بهره مند شده فورمل بندی وتطبیق پیشنهادات جهت ایجاد یک سیستم مفید وقابل استفاده نماید .

٢ـ باقبول این پرنسیپ ـ حکومت شاهی افغانستان باید بخاطر ایجاد ذخیره جهت استفاده خوبتر ونگهداری قیمت مناسب برای زارعین بمارکیت داخلی گندم اشتراک ومداخله نماید . حکومت یک پروگرام معین خریداری گندم را به اندازه ٣٥ هزار تن گندم از داخل در ظرف سال مالی ١٣٥١ پیش برده تکمیل مینماید .

٣ـ حکومت شاهی افغانستان پروگرام انکشاف فعال را (بشمول گندم درمقابل کار) به قصد استفاده کامل پروژه های ملی که پیشرفت را در ساحه دهات تشریح بخشیده وشرایط زندگی مردم را در سراسر کشور بهتر سازد تقویه مینماید .

جزء ششم ـ مقاصد انکشاف اقتصادی که ماحصل غله در مملکت وارد کننده برای آنها استفاده میشود :

ماحصل غله در مملکت وارد کننده از فروش مواد یک تحت این موافقتنامه تمویل میشود بعد از ورتمویل از اقلام ثابت شده که در جزء (٥) از آن تذکر رفته وجود چه انکشافی حکومت شاهی افغانستان بکار میرود :

جزء هفتم ـ کرایه بحری (تفاوت) :

حکومت مملکت صادر کننده تفاوت کرایه بحری آن مواد را که باید در کشتی های حامل بیرق امریکا حمل شود می پردازد لیکن با وجود مقررات پیراگراف (١) ضمیمه کریدت پول محلی قابل تبادله بمقدار مصارف بحری مواد مورد نظر را تمویل نخواهد کرد .

جزء هشتم ـ مقررات دیگر :

الف : حکومت مملکت صادر کننده مطابق پیراگراف ششم ضمیمه کریدت

پولی محلی قابل تبادل کتابهای تادیه تحت جزء دوم (٦) قسمت دوم به افغانی صورت میگیرد توسط حکومت مملکت صادر کننده بمقدار مکلفیت های تادیه ای از درمملکت وارد کننده بحساب میرسد .

ب : پول قابل تادیه تحت جزء دوم (٦) قسمت دوم درمقابل اتی گرسیدت میشود .

الف : مبالغ رسم قابل پرداخت سالانه درمدت قبل از تاریخ اولین قسط قابل تادیه کمازسال اول آغاز میباید .

ب : مجموع قسط ورسم قابل پرداخت از تادیه قسط اولی شروع میشود تا زمانیکه مبلغ پول قابل تادیه تکافی گردد .

ج : پرداخت ارزیکه بصورت پول محلی قابل تبادل حساباتی تعویض میگردد . مجموع وجوه ایکه بمقاصد انکشافی درمدت قسمت دوم این موافقتنامه بآن تذکر رفته بحساب میرسد کمتر از معادل پول محلی دالر مروج شده توسط حکومت مملکت صادر کننده مربوط تحویل مواد (بغیر از تنباکو و شکر به بحوری) نمیباشد بشرطانکه مجموعی مبلغ قابل تادیه اگر از ارزش حکومت مملکت وارد کننده مطابق مقررات قسمت (١٠٢ - ب) تادیه شده باشد و نسیه گردد .

(درین تادیه منبعد بنام پول قابل تادیه یاد میشود) . نوع تبادله قابل تادیه درمناسبت معادل پول محلی نوع ایست که مقامات حکومت پولی مملکت وارد کننده یا نمایندگی های با صلاحیت آن درمورد فروش اسعار خارجه به پول محلی درمقابل وارد استیراد اموال مشابه بکار میبرند . ماحصل باید از ارزش حکومت مملکت وارد کننده بموسسات خصوصی یا غیر دولتی بقرضه داده میشود نرخ ایکه تقریباً معادل نرخ ایست که درقسمت فوق مشابه درمملکت وارد کننده وجود میداشت باشد . حکومت مملکت وارد کننده مطابق به پروسیجر راپور دهی بودجه سال مالی درزمانیکه توسط حکومت مملکت صادر کننده درخواست شود لیکن کمتر از زمانیکه سال تمام شده باشد راپور درباره تخصیص وجوه معادل که بسرای استفاده درمقاصد انکشافی بنا بر که درقسمت دوم این موافقتنامه بآن اشاره رفته تعهد گردیده یا زمانیکه تمام مساعی مربوطه حکومت مملکت وارد کننده تمدید شود ودرصورتیکه صادرات به قسم مذکور صورت گرفته باشد ارائه نماید .

به شهادت آن نمایندگان مربوطه که برای این متحد صلاحیت دارند موافقتنامه
هذا را امضاء نمودند .

در کابل بدو متن روز ۲ حوت سال ۱۳۵۱

رابرت ج. نیومن

به نمایندگی از حکومت شاهی
افغانستان
محمد خان جلالار
وزیر مالیه

به نمایندگی از حکومت اضلاع
متحده امریکا
رابرت ج نیومن
سفیر کبیر

یادداشت افهام وتفهیم

ضمیمه موافقتنامه تایتل یک ـ پ ـ ال (۴۸۰) سال ۱۹۷۳ بین حکومت اضلاع متحده امریکا وحکومت شاهی افغانستان .

۱/ حکومت اضلاع متحده امریکا امیدوار است تمام گندم مورد نظر قبل از (۳۰) ماه جون سال ۱۹۷۳ توسط کشتی حمل شود لیکن ازلحاظ وضع ضیق گندم دراضلاع متحده امریکا وقیود اتیک بالای مصارف پ ـ ال ـ ۴۸۰ گذاشته شده شاید یک قسمت ازین مواد در فاصله کوتاه تربعد ازتاریخ متذکره حمل کشتی گردد .

درهنگام طرح این پروگرام توقع برده میشد که مقدار پنجاه هزار تن گندم ازقیمت نهائی صادرات طوریکه تثبیت شده خریداری شود مگر اخیراً بنا بر بلند رفتن قیمت مبلغیکه جهت تحویل موافقتنامه سال ۱۹۷۳ تخصیص داده شده است ـ کفایت خریداری تمام مقدار را نمی نماید . همچنان تا حدودیکه قدرت مالی حکومت اضلاع متحده امریکا اجازه دهد انحکومت ارزو دارد که مقدار کثیر صادرات را از روی قیمت مارکیت برای موافقتنامه ۱۹۷۳ ازدیاد بخشد تا حکومت شاهی افغانستان تادر گردد که تقریباً مقدار (پنجاه هزار تن گندم) مطلوب را تورید نماید .

حکومت شاهی افغانستان باید بداند که حکومت اضلاع متحده امریکا شاید تادر نباشد که تمام مقدار پنجاه هزار تن گندم را تحویل نماید اگر ممکن باشد که وجوه اضافی طی سال مالی حکومت امریکا بدسترس گذاشته شود تعدیل موافقتنامه ۱۹۷۳ این مقصد را بر آورده میسازد .

۲/ پول قابل تادیه توسط حکومت شاهی افغانستان مطابق قسمت دوم جز دوم (۲) موافقتنامه ۱۹۷۳ به پول افغانی باثرد رخواست حکومت اضلاع متحده امریکا اجراء میگردد .

۳/ حکومت شاهی افغانستان موافقه مینماید درهنگامیکه گندم یا آرد گندم را ازطریق تجارتی خریداری گندم باضلاع متحده امریکا فرصت اشتراک بدهد . مقررات اتحاد به کریدتی مواد اضلاع متحده امریکا (Commodity Credit corporation) بدسترس حکومت شاهی افغانستان گذاشته شده است.

۴/ حکومت شاهی افغانستان موافقه مینماید به تورید حد اقل ۶۸۰۰ تن روغن نباتی طوریکه در موافقتنامه ۱۹۷۳ تحت عنوان مقررات معمول مارکتنگ تذکر داده شده وارد شود .

۵/ چون اقدامات اتکاء بخود مشمول موافقتنامه ۲۷ مارچ ۱۹۷۱ برای یک مدت طویل بوده و مکمله اقدامات اتکاء بخود موافقتنامه ۱۹۷۳ میباشد حکومت شاهی افغانستان بهان اقدامات امید دارد . یادداشتها تفهیم و تفهیم اتکاء بخود و شرایط اختتام موافقتنامه ۱۹ جولای ۱۹۶۷ نیز بالای موافقتنامه ۱۹۷۳ تطبیق میگردد حکومت شاهی افغانستان متوجه مکلفیت خود در قسمت تهیه راپور سالانه در مورد اقدامات اتکاء بخود بوده و هر سال بمناسبه اول دسمبر یا قبل بران این راپور را تسلیم میدارد .

۶/ حکومت اضلاع متحده امریکا و حکومت شاهی افغانستان به ترتیبات مربوط به شناسائی و انتشار حسب موافقتنامه های گذشته موافقه مینماید .

۷/ حکومت شاهی افغانستان به فهم اینکه ارائه راپور یک قسمت مهم مسئولیت های پروگرام مورد نظر بوده و ضرورت ارائه راپورها را انطوریکه در ماده سوم جز (د) قسمت اول موافقتنامه تثبیت شده میداند . این راپورها به پانزدهم ماه جنوری ـ اپریل ـ جولای و اکتوبر به سفارت امریکا داده شده و معلومات مربوط پراگراف های فرعی (۲) (۳) و (۴) پراگراف (د) را شامل میباشد خاصتاً حکومت شاهی افغانستان مقدار صادرات گندم را که در دوره تجدید صادرات مربوط این موافقتنامه صورت میگیرد شامل راپور مورد نظر نماید . علاوتاً حکومت شاهی افغانستان موافقه مینماید که معلومات کامل درباره ورود وشپنگ (ADP) تیام یا یادداشت های مناسب که مصداق رسید اموال باشد بزید دمک بدهد لیکن تاوقتیکه از ۳۰ روز از تاریخ تخلیه در مملکت وارد کننده یا ۳۰ روز بعد از رسید (ADP) که هرکدام ان بعد تر است نباشد .

۸/ نرخ تبادله که توسط حکومت شاهی افغانستان جهت اهداف مقررات قسمت دوم جز هشتم (ج) تکرار میشود نرخ تبادله همان روزیست که مواد مربوط موافقتنامه ۱۹۷۳ به افغانستان میرسد .

۹/ موافقتنامه ۱۹۷۳ به لسان انگلیسی و دری امضاء شده و متن لسان انگلیسی مرجع است .

SRI LANKA

Agricultural Commodities

Agreement amending the agreement of November 23, 1973.
Effected by exchange of notes
Signed at Colombo January 18 and February 21, 1974;
Entered into force February 21, 1974.

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

EMBASSY OF THE UNITED STATES OF AMERICA,

No. 7

COLOMBO, *January 18, 1974.*

EXCELLENCY:

I have the honor to refer to the Public Law 480, Title I, Agricultural Sales Agreement we signed as representatives of our two Governments on November 23, 1973, [1] and to propose that the Agreement be amended as follows:

In the Commodity Table, Part II, Item I, under "Maximum Export Market Value (Millions)" for wheat flour: Delete "$4.9" and insert "$5.9".

All other terms and conditions of the November 23, 1973, Agreement remain the same.

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

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

CHRISTOPHER VAN HOLLEN

His Excellency
H. A. DE S. GUNASEKERA,
Secretary,
Ministry of Planning and Economic Affairs,
Colombo.

---

[1] TIAS 7753; 24 UST 2292.

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

Ministry of Planning & Economic Affairs,
P.O. Box 898,
Central Bank Building,
(8th Floor)

Colombo 1. February 21, 1974.

EXCELLENCY,

I have to acknowledge receipt of your letter No. 7 dated January 18, 1974, which reads as follows:

"I have the honor to refer to the Public Law 480, Title I, Agricultural Sales Agreement we signed as representatives of our two Governments on November 23, 1973, and to propose that the Agreement be amended as follows:

In the Commodity Table, Part II, Item I, under "Maximum Export Market Value (Millions)" for wheat flour: Delete "$4.9" and insert "$5.9".

All other terms and conditions of the November 23, 1973, Agreement remain the same.

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

I have the honour to inform you that the above proposal is acceptable to the Government of the Republic of Sri Lanka.

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

H. A. DE S GUNASEKERA

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

His Excellency Mr CHRISTOPHER VAN HOLLEN,
Ambassador of the United States of America
in Sri Lanka,
American Embassy,
Colombo

FINLAND

Certificates of Airworthiness for Imported Glider Aircraft and Aircraft Appliances

Agreement effected by exchange of notes Signed at Washington March 7, 1974; Entered into force March 7, 1974.

The Finnish Ambassador to the Secretary of State

EMBASSY OF FINLAND
WASHINGTON, D.C.

WASHINGTON, D.C., *March 7, 1974*

SIR,

I refer to the discussions which have recently taken place between representatives of the Government of Finland and the Government of the United States of America regarding reaching an understanding concerning the reciprocal acceptance of certificates of airworthiness for imported civil glider aircraft and civil aircraft appliances.

It is my understanding that the agreement shall be as follows:

1. (a) The present agreement applies to civil glider aircraft and civil aircraft appliances (hereinafter referred to as "products") constructed in the United States, its territories and possessions and exported to Finland; and to similar products constructed in Finland and exported to the United States, its territories and possessions.

(b) As used herein:

(i) the term civil glider aircraft shall include spare parts for civil glider aircraft which have been exported in accordance with this agreement;

(ii) the term aircraft appliance means any equipment or aircraft part installed in, intended to be installed in, or attached to an aircraft, including replacement or modification parts therefor, but which is not a part of an aircraft engine or propeller and which is separately determined to be included in this agreement by mutual consent of the competent authorities of the United States and Finland.

2. The same validity shall be conferred by the competent authorities of Finland on certificates of airworthiness for export issued by the

competent authorities of the United States for products exported to Finland as if they had been issued under the regulations in force on the subject in Finland, provided, that such products have been constructed in the United States, its territories or possessions, and the competent authority of the United States has certified that the type design of the product complies with the airworthiness requirements of the United States together with any special conditions prescribed in accordance with paragraph 6, and has certified that the particular product conforms to such type design.

3. 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 Finland for products exported to the United States as if they had been issued under the regulations in force on the subject in the United States, provided that such products have been constructed in Finland and the competent authority of Finland has certified that the type design of the product complies with the airworthiness requirements of Finland together with any special conditions prescribed in accordance with paragraph 6, and has certified that the particular product conforms to such type design.

4. (a) The competent authorities of Finland shall arrange for the effective communication to the competent authorities of the United States of particulars of compulsory modifications prescribed in Finland for the purpose of enabling the authorities of the United States to require these modifications to be made to products of the types affected, whose certificates have been validated by them.

(b) In the case of products for which Finland has issued certificates of airworthiness, subsequently validated by the United States, the competent authorities of Finland shall, when requested, afford the competent authorities of the United States assistance in determining that major design changes or major repairs made to such products comply with the applicable airworthiness requirements of Finland.

5. (a) The competent authorities of the United States shall arrange for the effective communication to the competent authorities of Finland of particulars of compulsory modifications prescribed in the United States, for the purpose of enabling the authorities of Finland to require these modifications to be made to products of the types affected, whose certificates have been validated by them.

(b) In the case of products for which the United States has issued certificates of airworthiness for export, subsequently validated by Finland, the competent authorities of the United States shall, when requested, afford the competent authorities of Finland assistance in determining that major design changes or major repairs made to such

products comply with the applicable airworthiness requirements of the United States.

6. (a) The competent authorities of each country shall have the right to make the validation of certificates of airworthiness for export dependent upon the fulfillment of any special conditions which are for the time being required by them for the issuance of certificates of airworthiness in their own country. Information with regard to these special conditions in respect to either country will from time to time be communicated to the competent authorities of the other country.

(b) The competent authorities of each country shall keep the competent authorities of the other country fully and currently informed of all regulations in force in regard to the airworthiness of products and any changes therein that may from time to time be affected.

7. The question of procedure to be followed in the application of the provisions of the present agreement shall be the subject of direct correspondence, whenever necessary, between the competent authorities of the United States and Finland.

8. The present agreement shall be subject to termination by either Government upon six (6) months notice given in writing to the other Government.

9. This agreement shall terminate and replace the agreement between our two Governments for the reciprocal validation of certificates of airworthiness for imported civil glider aircraft, effected by Exchange of Notes at Washington on November 3, 1965. [1]

Upon the receipt of a note from you indicating that the foregoing provisions are acceptable to the Government of the United States, the Government of Finland will consider that this note and your reply thereto constitute an agreement between the two Governments, which shall enter into force on the date of your reply.

Please accept, Sir, the renewed assurance of my highest consideration.

LEO TUOMINEN

Leo Tuominen

[SEAL]

His Excellency
DR. HENRY A. KISSINGER
Secretary of State
Washington, D.C.

[1] TIAS 5885; 16 UST 1639.

The Secretary of State to the Finnish Ambassador

DEPARTMENT OF STATE
WASHINGTON

MARCH 7, 1974

EXCELLENCY:

I have the honor to refer to your note dated March 7, 1974 relating to the reciprocal acceptance of certificates of airworthiness for imported civil glider aircraft and civil aircraft appliances. The provisions set forth therein are acceptable to the Government of the United States of America. Accordingly your note and the present note shall constitute an agreement between our two Governments on this subject which shall enter into force on today's date.

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

For the Secretary of State:

RAYMOND J. WALDMANN

His Excellency
LEO TUOMINEN,
Ambassador of Finland.

MULTILATERAL

Antarctica: Measures in Furtherance of Principles and Objectives of the Antarctic Treaty

Certain Recommendations[1] *adopted at the Sixth Consultative Meeting under Article IX of the Antarctic Treaty, at Tokyo, October 30, 1970;*
Recommendations VI–1 through VI–7 and VI–11 through VI–15 effective October 10, 1973.

[1] The English language text printed herein is an extract from the Report of the Sixth Antarctic Treaty Consultative Meeting. The original documents relating to the Meeting are held in the archives of the Japanese Government, Tokyo.

[CERTAIN RECOMMENDATIONS [1] OF THE SIXTH ANTARCTIC TREATY CONSULTATIVE MEETING]

RECOMMENDATION VI-1
ANTARCTIC TELECOMMUNICATIONS

The Representatives,

Considering that:

(1) an Antarctic telecommunications system serves the administrative, operational, meteorological and other scientific needs of stations in the Antarctic;

(2) there is a need to exchange meteorological information as soon as possible within the Antarctic Treaty area and to transmit that information with minimum delay to the Global Telecommunications System;

(3) there is a need to organize technically compatible routes for telecommunications both within, and out of the Antarctic Treaty area;

(4) an Antarctic telecommunications system needs to respond, as may be appropriate, to future changes in requirements for transmission of meteorological information and advances in telecommunications technology;

Recommend to their Governments that:

1. They adopt as guide-lines the Proposals contained in the Final Report of the Second Antarctic Treaty Meeting on Telecommunications held in Buenos Aires in 1969;

2. In the plans for their expeditions they provide the organizational and technical arrangements necessary to implement these Proposals as soon as, and as far as practicable.

[1] Recommendations VI-1 through VI-7 and VI-11 through VI-15 became effective in accordance with art. IX(4) of the Antarctic Treaty (TIAS 4780; 12 UST 796), having been approved by the following Contracting Parties: Argentina, Australia, Belgium, Chile, France, Japan, New Zealand, Norway, South Africa, Union of Soviet Socialist Republics, United Kingdom, and the United States.

For the text of Recommendations VI-8 through VI-10, see p. 277.

43-377 O - 75 - 18

RECOMMENDATION VI–2
EXCHANGE OF INFORMATION
ON TELECOMMUNICATIONS FACILITIES

The Representatives,
Considering that:

(1) there is a need to continue the annual exchange of information on telecommunications facilities;

(2) this information should be made as useful as possible to radio operators at all stations in the Antarctic;

(3) there is a need for a procedure for exchanging views on other matters pertinent to their respective telecommunications systems, but not affecting all Parties;

Recommend to their Governments that:

1. Information on telecommunications facilities be exchanged annually, under paragraph 5 of Article VII of the Antarctic Treaty and Recommendation I–VI(8), [1] in accordance with the standard tabular format annexed hereto;

2. Information on telecommunications facilities be exchanged not later than 31 October of each year in accordance with Recommendation IV–23; [2]

3. They authorize the addressees entered by each Consultative Party on the annexed standard tabular format also to correspond with other addressees on matters affecting their respective telecommunications systems, on the use of those systems and on the coordination of communications necessary for cooperative activities.

[1] TIAS 5094; 13 UST 1351.
[2] TIAS 6668; 20 UST 616.

ANNEX TO RECOMMENDATION VI-2 Sheet 1

INFORMATION ON TELECOMMUNICATIONS EQUIPMENT AND SCHEDULES FOR THE YEAR .....

COUNTRY ..... ADDRESS FOR CORRESPONDENCE ON THIS INFORMATION .....

STATION ..... LAT ..... LONG .....

CALLSIGN .....

	TRANSMITTERS			RECEIVERS				REMARKS
Type (1)	Frequency bands (2)	Types of transmission and power (3)	Frequency selection (Crystal VFO,etc.) (4)	Type (5)	Frequency bands (6)	Types of reception available (7)	Frequency selection (Crystal VFO,etc.) (8)	(9)

Sheet 2

INFORMATION ON TELECOMMUNICATIONS EQUIPMENT AND SCHEDULES FOR THE YEAR .....

COUNTRY..... ADDRESS FOR CORRESPONDENCE ON THIS INFORMATION .....

STATION ..... LAT ..... LONG .....

CALLSIGN .....

ANTENNA		FACSIMILE		TELEPRINTER		REMARKS	
Type (10)	Azimuth (in degrees or omni) (11)	Index of co-operation (12)	Drum speed (13)	Type (14)	Speed (bauds) (15)	(16)	LIST OF AVAILABLE FREQUENCIES (17)

Sheet 3

INFORMATION ON TELECOMMUNICATIONS EQUIPMENT AND SCHEDULES FOR THE YEAR .....

COUNTRY ..... ADDRESS FOR CORRESPONDENCE ON THIS INFORMATION .....

STATION ..... LAT ..... LONG .....

CALLSIGN .....

DETAILS OF REGULAR CIRCUITS

	GMT		FREQUENCIES USED		CIRCUIT CONDUCT				REMARKS
Station worked (18)	Open (19)	Close (20)	Transmitting (21)	Receiving (22)	Type of emission (See CCIR 432) (x) (23)	Type of traffic (24)	SX or DX (25)	Side Band (26)	(27)

(x) If error correcting used, specify details

RECOMMENDATON VI-3
ANTARCTIC METEOROLOGY

The Representatives,

Considering that:

(1) the exchange of scientific observations is provided by paragraph 1(c) of Article III of the Antarctic Treaty;

(2) meteorological information for flight, marine and field operational forecasts is an important requirement at some stations in the Antarctic;

(3) Antarctic meteorological information is required by adjacent continents for the preparation of weather analyses and prognoses;

(4) meteorological activities in the Antarctic should be supported, to the greatest extent feasible, by transmissions of processed data to the Antarctic from the World Weather Watch;

(5) the requirements of the Consultative Parties for meteorological information will change as the operational activities and the scientific programmes of their Antarctic stations evolve;

(6) the requirements of the Consultative Parties for meteorological information will change as knowledge and understanding of the meteorology of the Antarctic Treaty area grow and with developments in meteorological technology;

Recommend to their Governments that:

1. They adopt Annex 1 to this Recommendation as a current basis for planning the exchange of available raw meteorological data;

2. They adopt Annex 2 to this Recommendation as a current basis for planning the exchange of available processed meteorological data;

3. They support, as far as practicable, such measures as will facilitate the speedy and effective implementation of Annexed 1 and 2 as a basis for planning;

4. They invite the World Meteorological Organization to review Annexed 1 and 2 from time to time and advise them of the results of such reviews.

ANNEX I TO RECOMMENDATION VI-3

REQUIREMENTS FOR AVAILABLE RAW METEOROLOGICAL DATA (Number of receptions per day)

	McMurdo (4) (5)	McMurdo (6)	Dumont D'Urville (5)	Dumont D'Urville (6)	Casey (4)	Davis (4)	Mawson (4)	Syowa (1)	Mirny (2) (4)	Molodezhnaya	Frei (4)	Orcadas (4)	Réunion	Stanley	Santiago	Buenos Aires (4)	Pretoria (3)	Wellington	Melbourne (4)	Moscow (4)	Washington (4)
Brockton	4	1	2	1					4	4	4	4				4		4	4	4	4
Byrd	2/4	1/1							2/4	2/4	2/4	2/4		2/2		2/4		2/4	2/4	2/4	2/4
Hallett	2/4	1/1	2/2	1/1					2/4	2/4	2/4	2/4				2/4		2/4	2/4	2/4	2/4
McMurdo	X	X	2/2	1/1					2/4	2/4	2/4	2/4	1/1			2/4		2/4	2/4	2/4	2/4
Pole	2/4	1/1	2/2	1/1					2/4	2/4	2/4	2/4	1/1	2/2		2/4	2/2	2/4	2/4	2/4	2/4
Dumont d'Urville	2/4	1/1	X	X	2/4	2/4	2/4		2/4	2/4	2/4	2/4				2/4	2/2	2/4	2/4	2/4	2/4
Casey	2/4	1/1			X	2/4	2/4		2/4	2/4	2/4	2/4	1/1			2/4		2/4	2/4	2/4	2/4
Davis	2/4	1/1			2/4	X	2/4		2/4	2/4	2/4	2/4	1/1			2/4	2/4	2/4	2/4	2/4	2/4
Mawson	2/4	1/1			2/4	2/4	X	2/2	2/4	2/4	2/4	2/4	1/1			2/4	2/2	2/4	2/4	2/4	2/4
Roi Baudouin	2/4	1/1						2/2	2/4	2/4	2/4	2/4	1/1			2/4	2/2	2/4	2/4	2/4	2/4
Sanae	2/4	1/1						2/2	2/4	2/4	2/4	2/4	1/1	2/2			2/2	2/4	2/4	2/4	2/4
Syowa	2/4	1/1			2/4	2/4	2/4	X	2/4	2/4	2/4	2/4	1/1			2/4	2/2	2/4	2/4	2/4	2/4
Bellingshausen	4	1							4	4	4	4		2	4	4	2	4	4	4	4
Mirny	2/4	1/1	2/2	1/1	2/4	2/4	2/4		X	1/4	2/4	2/4	1/1			2/4	2/2	2/4	2/4	2/4	2/4
Molodezhnaya	2/4	1/1			2/4	2/4	2/4	2/2	2/4	X	2/4	2/4	1/1			2/4	2/2	2/4	2/4	2/4	2/4
Novolazarevskaya	2/4	1/1						2/2	2/4	2/4	2/4	2/4	1/1			2/4	2/2	2/4	2/4	2/4	2/4
Vostok	2/4	1/1	2/2	1/1					2/4	2/4	2/4	2/4	1/1			2/4		2/4	2/4	2/4	2/4
Frei	4	1							4	4	X	4		2	4	4	2		4	4	4
O'Higgins	4	1							4	4	4	4		2	4	4	2		4	4	4
Prat	4	1							4	4	4	4		2	4	4	2		4	4	4
Belgrano	4	1							4	4	4	4		2	4	4	2	4	4	4	4
Esperanza	4	1							4	4	4	4		2	4	4	2		4	4	4
Matienzo	4	1							4	4	4	4		2	4	4	2		4	4	4
Orcadas	2/4	1/1							2/4	2/4	2/4	X		2/2	2/4	2/4	2/2		2/4	2/4	2/4
Petrel	2/4	1/1							2/4	2/4	2/4	2/4		2/2	2/4	2/4	2/2		2/4	2/4	2/4
Sobral	4	1							4	4	4	4		2	4	4	2	4	4	4	4
Adelaide	2/4	1/1							2/4	2/4	2/4	2/4		2/2	2/4	2/4	2/2		2/4	2/4	2/4
Argentine Islands	2/4	1/1							2/4	2/4	2/4	2/4		2/2	2/4	2/4	2/2		2/4	2/4	2/4
Halley Bay	2/4	1/1							2/4	2/4	2/4	2/4	2	2/2	2/4	2/4	2/2	2/4	2/4	2/4	2/4
Fossil Bluff	4	1							4	4	4	4		2	4	4	2		4	4	4
Signy Island	4	1							4	4	4	4		2	4	4	2		4	4	4
Region I — Selection Blocks 61, 67, 68 (South of 20° South)	2/4	1/1										2/4									
REGION III — Selection Blocks 85 (600—999) 87 (500—999) 88 and 89	2/4	1/1									2/4	2/4									
REGION V — Selection Blocks 91, 93, 94, 95 (South of 20° South)	2/4	1/1										2/4									
All Southern Hemisphere									2/4	2/4											

NOTES

(1) At Syowa reuirements are for reception of surface and upper air data once per day from each of the stations shown.
Future requirements will be twice per day.

(2) The data requirements of Mirny, after about March 1971, will be reduced.

(3) 18 and 00 GMT data should be transmitted together; the same applies to 06 and 12 GMT data.

(4) In addition to surface and upper-air synoptic data, synoptic data, SHIP, AIREP and MOBIL reports are also required.

(5) Austral summer (1 October — 31 March)

(6) Austral winter (1 April to 30 September)

KEY

Desired number of receptions per day: 2 Upper air; 4 Surface

ANNEX II TO RECOMMENDATION VI-3

REQUIREMENTS FOR AVAILABLE PROCESSED METEOROLOGICAL DATA (Number of Receptions per day)

DATA REQUIRED FROM	DATA REQUIRED BY	SURFACE		UPPER-AIR ANALYSES AND PROGNOSES				NEPHANALYSES	CLIMAT	CLIMAT (TEMP)	TERMINAL FORECASTS	HAZARDOUS WEATHER WARNINGS				MARINE FORE-CASTS		OTHER PROCESSED DATA
		ANALYSES	PROGNOSES	500 mb	300 mb	200 mb	ALL AVAILABLE					BELLINGSHAUSEN SEA	DRAKE PASSAGE	WEDDELL SEA	SCOTIA SEA	BELLINGSHAUSEN SEA	DRAKE PASSAGE	
I. PROCESSED DATA REQUIRED BY ANTARCTIC STATIONS FROM OUTSIDE THE TREATY AREA																		
Melbourne(3)	Dumont a'Urville	2(4)	2(4)	2(4)														
Melbourne	Frei	4	4	2	2			2										
	McMurdo	4		2(1)	2(1)		A(1)	2										
	Mawson	A	A	A														X(6)
	Casey	A	A	A														X(6)
	Davis	A	A	A														X(6)
	Molodezhnaya (15)	4	4	2	2			A										
Buenos Aires	Orcadas	4	4	2		2												
	Molodezhnaya (15)	4	4	2	2			A										
Wellington/ Christchurch	McMurdo							2			2(7)							
Stanley	Palmer													X	X			
	Molodezhnaya (15)													A	A			
Nairobi	Molodezhnaya (15)	4	4	2	2			A										
Rio de Janeiro(8)	Molodezhnaya(15)							A										
Washington	Molodezhnaya(15)							A										
II. PROCESSED DATA REQUIRED BY CENTRES OUTSIDE THE TREATY AREA FROM ANTARCTIC STATIONS																		
Molodezhnaya(15)	Réunion	1 (9)	1 (9)	1(9)														
	Pretoria	2	2	2		2												
	Moscow	2	2															
McMurdo	Melbourne	A	A	A														
	Wellington	1(2)	1(2)	1(2)	1(2)													
All Antarctic stations	Buenos Aires	4	4			2												
All Antarctic APT stations	Melbourne						A											
III. PROCESSED DATA TO BE EXCHANGED BETWEEN ANTARCTIC STATIONS																		
McMurdo	Dumont d'Urville	2(4)	2(4)	2(4)														
	Frei	4	4	2	2													
	Pole										4(10)							
	Brockton										4(10)							
	Byrd										4(10)							
	Hallett										4(10)							
Molodezhnaya (15)	Dumont d'Urville	2(4)	2(4)	2(4)														
	Frei	4	4	2	2			2										
	Syowa	1	1	1		1			M(11)	M(11)								
	McMurdo	2		2(1)				2			X							
	Bellingshausen																	X(12)
	Novolazarevskaya																	X(12)
	Vostok																	X(12)
	Mirny	4	4															
Mawson	Orcadas	4	4	2		2												
	Syowa	1	1	1		1			M(11)	M(11)								
Frei	All United Kingdom Antarctic Stations																	(15) X
	McMurdo	2		2(1)				2			X							
	Palmer											A	A			1	1	
	Molodezhnaya (15)	A					A					A	A			A	A	
Orcadas	All United Kingdom Antarctic Stations																	(13) X
	Molodezhnaya(15)	A					A					A	A			A	A	
All Antarctic Stations	Molodezhnaya(15)	A					A											(14) A

43-377 O - 75 (Page p. 270) No. 2

NOTES AND KEY

KEY: A=As available
X=When requested
M=Monthly

NOTES:

(1) Analyses only
(2) For 00 GMT
(3) Alternatively from Molodezhnaya or McMurdo
(4) For area between long. 90°E and long. 180° (by facsimile). Also special forecasts on request.
(5) Numerical analyses and prognoses
(6) Operational forecasts and facsimile broadcast from Canberra (AXM)
(7) For selected New Zealand aerodromes
(8) Alternatively from Brasilia
(9) For area between longitudes 30° and 120°E
(10) During Austral summer (1 October–31 March)
(11) Monthly mean data required for Mawson, Molodezhnaya, Roi Baudouin, Novolazarevskaya and Sanae from either Molodezhnaya or Mawson
(12) Forecasts for aviation and shipping as necessary during Austral summer (1 October–31 March)
(13) Analyses and marine forecasts
(14) Hazardous weather warnings (general)
(15) Molodezhnaya will take over the functions of Mirny from about March 1971

RECOMMENDATION VI–4

MAN'S IMPACT ON THE ANTARCTIC ENVIRONMENT

The Representatives,

Considering and Recognizing that:

(1) in the Antarctic Treaty area the ecosystem is particularly vulnerable to human interference;

(2) the Antarctic derives much of its scientific importance from its uncontaminated and undisturbed condition;

(3) there is an increasingly urgent need to protect the environment from human interference;

(4) the Consultative Parties should assume responsibility for the protection of the environment and the wise use of the Treaty area;

Recommend to their Governments that:

1. They invite the Scientific Committee for Antarctic Research through their National Antarctic Committees:

(a) to identify the types and assess the extent of human interference which has occurred in the Treaty area as a result of man's activities;

(b) to propose measures which might be taken to minimize harmful interference;

(c) to consider and recommend scientific programmes which will detect and measure changes occurring in the Antarctic environment;

2. They encourage research on the impact of man on the Antarctic ecosystem;

3. They take interim measures to reduce known causes of harmful environmental interference;

4. They consider including on the agenda for the Seventh Antarctic Treaty Consultative Meeting an examination of this matter in the light of any further available information.

RECOMMENDATION VI–5

THE USE OF RADIO-ISOTOPES IN THE ANTARCTIC

The Representatives,

Recognizing:

(1) the need to minimise harmful disturbance to the Antarctic environment;

(2) that the uncontrolled use of radio-isotopes in the course of scientific investigations may jeopardise the conduct of subsequent investigations;

Recommend to their Governments that through their National Antarctic Committees, they invite the Scientific Committee on Antarctic Research to consider the uses of radio-isotopes in Antarctic scientific investigations and to propose comprehensive principles for their control which can be considered under Article IX of the Antarctic Treaty.

RECOMMENDATION VI-6

COORDINATION OF ANTARCTIC SCIENTIFIC INVESTIGATIONS INVOLVING THE USE OF RADIO-ISOTOPES

The Representatives,

Recognizing that experiments involving the use of radio-isotopes may jeopardize subsequent scientific investigations in the same locality;

Considering that:

(1) prior notification of the use of radio-isotopes is necessary to allow time for consultations between Consultative Parties whose investigators may wish to carry out experiments in the same locality at a later date;

(2) interim measures are required before agreement is reached on the controlled use of radio-isotopes in the Antarctic Treaty area;

Recommend to their Governments that, when experiments involving the use of radio-isotopes in the Antarctic Treaty area are planned, they should provide appropriate information on such experiments to other Consultative Parties as early as possible, preferably six months in advance, but in any event annually.

RECOMMENDATION VI-7

EFFECTS OF TOURISTS AND NON-GOVERNMENT EXPEDITIONS TO THE ANTARCTIC TREATY AREA

The Representatives,

Noting the increase in recent years in the number of tourists and also in the number of visitors who are not sponsored by the Consultative Parties to the Antarctic Treaty area;

Considering that the activities of such visitors can have lasting and harmful effects on scientific programmes, on the Antarctic environment, particularly in Specially Protected Areas, and on historic monuments;

Desiring to ensure that such visitors are afforded the best view of stations in the Antarctic compatible with the research programmes being undertaken;

Recalling paragraph 5 of Article VII and Article X of the Antarctic Treaty and Recommendations I-VI and IV-27;

Recommend to their Governments that:

1. They should exert appropriate efforts to ensure that all tourists and other visitors do not engage in any activity in the Treaty area which is contrary to the principles and purposes of the Antarctic Treaty or Recommendations made under it;

2. They should inform, in so far as they are able, those responsible for expeditions to the Treaty area which are not organized by a Consultative Party but organized in, proceeding from, or calling at, their territory, of the following:

(a) that final arrangements to visit any station be made with that station between twenty four and seventy two hours in advance of the expected time of arrival;

(b) that all tourists and other visitors comply with any conditions or restrictions on their movements which the station commander may stipulate for their safety or to safeguard scientific programmes being undertaken at or near the station;

(c) that visitors must not enter Specially Protected Areas and must respect designated historic monuments;

3. Advance notice of all expeditions to the Treaty area not organized by a Consultative Party, but organized in, proceeding from or calling at that Party's territory, shall be given, in so far as is possible, to the other Consultative Parties. Such notice shall include the relevant information listed in Recommendation I–VI;

4. Until such time as this Recommendation becomes effective in accordance with Article IX of the Antarctic Treaty, it shall be considered, as far as feasible, as a guide-line.

RECOMMENDATION VI–11

NEW ISLANDS

The Representatives,

Considering that:

(1) in recent years a number of countries have launched scientific research rockets (sounding rockets) from the Antarctic Treaty area and that the number of such launchings is expected to increase along with the scale and importance of scientific research activities in the Antarctic;

(2) it will be necessary to adopt adequate safety measures to prevent possible damage or injury to persons, fauna and flora, facilities, vessels and aircraft in the Antarctic Treaty area and in adjacent areas which might result from the launching of rockets from the Treaty area or from their residual elements;

Recommend to their Governments that;

1. Each Government which plans to launch rockets from the Antarctic Treaty area include in its annual exchange of information under paragraph 5 of Article VII of the Antarctic Treaty details of each planned launching, including *inter alia* the following information:

(a) the geographical co-ordinates of the place of launching;

(b) the time and date of launching or, alternatively, the approximate period of time during which it is planned to carry out the launchings;

(c) the direction of launching;

(d) the planned maximum altitude;

(e) the planned impact area;

(f) the type and other specifications of the rockets to be launched, including possible residual hazards;

(g) the purpose and research programme of the rocket,

2. During summer operations, and at other times when there are operations in its area, each station use its radio facilities to keep neighbouring stations informed, on a daily basis as appropriate, of its launching schedules.

RECOMMENDATION VI-12

SCIENTIFIC RESEARCH ROCKETS

The Representatives,

Recognizing the special scientific interest of new islands formed by geological processes in the Antarctic;

Recalling that the investigation of the colonization of an uncontaminated area by animals and plants can easily be spoiled by the presence of man;

Recommend to their Governments:

1. That any new island formed by geological processes in the Antarctic Treaty area should be the subject of immediate consultation through diplomatic channels with a view to its consideration at the next Consultative Meeting in order to accord it special protection. Until this can be done, they should use their best endeavors to avoid its contamination by human interference;

2. That they should use their best endeavors to prevent tourists from landing on such islands.

RECOMMENDATION VI-13

EXCHANGE OF INFORMATION ON OCEANOGRAPHIC RESEARCH

The Representatives,

Noting the growing importance of oceanographic research and the increasing activities of ships conducting scientific programmes in the Southern Ocean area;

Noting, in particular, the interest of the Consultative Parties in the Southern Ocean as set forth in Recommendation V-3; [1]

Bearing in mind that Recommendation I-VI includes provision for exchange of information regarding scientific investigation and areas of operation;

Considering that uniformity in the type and amount of data exchanged on ships and their scientific programmes will greatly enhance the usefulness of this information;

Recommend to their Governments that in exchanging information annually, in accordance with Recommendation I-VI (1), (2), (4), (6), (7) and Recommendation II-VI, they include information about those ships which are carrying out substantial oceanographic research programmes in the area south of 60° South Latitude.

---

[1] TIAS 7692; 24 UST 1793.

RECOMMENDATION VI–14
HISTORIC MONUMENTS

The Representatives,
Recalling Recommendations I–IX and V–4;
Recommend to their Governments that:

1. They adopt all adequate measures to preserve and protect from damage the historic monuments situated in the Antarctic Treaty area;
2. They arrange for each of these historic monuments to be appropriately marked with a notice indicating in the English, French, Russian and Spanish languages that it is scheduled for preservation in accordance with the provisions of the Antarctic Treaty;
3. A list of historic monuments be prepared by consultation through diplomatic channels for consideration at the Seventh Consultative Meeting.

RECOMMENDATION VI–15
SEVENTH ANTARCTIC TREATY CONSULTATIVE MEETING

The Representatives,
Recommend to their Governments that they accept the offer by the Delegation of New Zealand to hold the Seventh Consultative Meeting under Article IX of the Antarctic Treaty in Wellington, on a date in 1972 to be mutually decided upon by the Consultative Governments.

[APPENDIX] [1]

RECOMMENDATION VI-8

PERMITS FOR ENTRY TO SPECIALLY PROTECTED AREAS

The Representatives,

Recalling Article VIII of the Agreed Measures for the Conservation of Antarctic Fauna and Flora annexed to Recommendation III-VIII ("the Agreed Measures") and the need to conform with paragraph 4(a) of that Article;

Considering that, in order to be effective, the existing prohibitions and measures of protection relating to Specially Protected Areas need to be strengthened;

Recommend to their Governments that:

1. They use their best endeavours to ensure compliance with those provisions of the Agreed Measures which relate to Specially Protected Areas;

2. They take such action as may be appropriate to prohibit the entry by their nationals into a Specially Protected Area, except in accordance with a permit issued under Articles VI and VIII of the Agreed Measures;

3. Until such time as this Recommendation may become effective in accordance with Article IX of the Antarctic Treaty, it shall, as far as feasible, be considered as a guide-line.

RECOMMENDATION VI-9

DATA ON THE CONSERVATION OF FAUNA AND FLORA

The Representatives,

Recalling Recommendations III-X and IV-19;

(1) information is already being exchanged in accordance with the interim guide-lines contained in Recommendation IV-20;

(2) this information may be freely published and it is desirable that it should be amalgamated in the form most useful for scientific analysis;

Recommend to their Governments that:

1. They transmit the information exchanged under Recommendation IV-19 to their National Antarctic Committees;

[1] The United States approved Recommendations VI-8 and VI-9 on July 25, 1972. Those Recommendations are not yet effective under art. IX(4) of the Antarctic Treaty. Recommendation VI-10 is to be considered an interim guideline in accordance with Recommendation III-IX (TIAS 6058; 17 UST 994).

2. They invite the Scientific Committee on Antarctic Research, through their National Committees, to assemble the information exchanged under Article XII of the Agreed Measures for the Conservation of Antarctic Fauna and Flora, to arrange for its publication and, in accordance with Recommendation IV–19, to prepare reports from time to time on the status of species.

RECOMMENDATION VI–10

SPECIALLY PROTECTED AREA: COPPERMINE PENINSULA, ROBERT ISLAND

The Representatives,

Considering that Coppermine Peninsula is a biologically diverse area, supporting rich vegetation, together with a variety of terrestrial fauna, and that the ecosystem, which includes a rich avifauna, is of outstanding scientific interest;

Recommend to their Governments that the following be included in Annex B, Specially Protected Areas, of the Agreed Measures for the Conservation of Antarctic Fauna and Flora;

SPECIALLY PROTECTED AREA NO. 16

Coppermine Peninsula, Robert Island
Lat. 62°23′S., Long. 59°41′W.
DESCRIPTION: The area comprises all the land west of a line drawn from north to south across the Peninsula, 100 meters west of the two shelters found on the isthmus.
The area is shown on the attached map.

SINGAPORE

Surplus Property: Off-Shore Sales Facility

Agreement extending the agreement of May 5, 1972, as amended.
Signed at Singapore March 4, 1974;
Entered into force March 4, 1974;
Effective May 5, 1973.

EXTENSION OF AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE REGARDING AN OFF-SHORE SALES FACILITY FOR PROPERTY DISPOSAL

It is hereby mutually agreed that the terms of the Agreement of May 5, 1972 [1] between the Government of the United States of America and the Government of the Republic of Singapore regarding an Off-Shore Sales Facility for Property Disposal shall be extended from the fifth day of May, 1973 to the fifth day of May, 1975.

In witness whereof the undersigned, duly authorized, have signed this Agreement. Done at Singapore this fourth day of March, 1974.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

EDWIN M CRONK

FOR THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

PANG TEE POW

Permanent Secretary,
Ministry of Defence,
Singapore.

---

[1] TIAS 7327, 7486; 23 UST 646, 3127.

JORDAN

Agricultural Commodities

Agreement amending the agreement of May 20, 1973, as amended. Effected by exchange of notes Signed at Amman March 12, 1974; Entered into force March 12, 1974.

The American Chargé d'Affaires ad interim to the Jordanian Minister of Supply

No. 064 AMMAN, *March 12, 1974*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two governments on May 20, 1973, as amended on July 25, August 2, and September 29, 1973, [1] and to propose the agreement be further amended as follows:

(A) In Commodity Table—Part II—Item 1—Under the appropriate columns for Wheat/Wheat Flour: delete "55,000 Metric Tons and $7.9 million" and insert "75,000 Metric Tons and $12.2 million" respectively; and

(B) Under the column entitled Maximum Export Market Value delete the total "$10.5 million" and insert "$14.8 million".

Except as provided above, all other terms and conditions of the May 20, 1973 Agreement, as amended, remain the same.

---

[1] TIAS 7716, 7760; 24 UST 2019, 2363.

I have the honor to propose that this note and your Excellency's note in reply concurring therein constitute an agreement between our two governments, effective from the date of your note in reply.

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

PIERRE R. GRAHAM,
Chargé d'Affaires ad interim

His Excellency
SADEQ AS-SHARI,
Minister of Supply,
Amman.

The Jordanian Minister of Supply to the American Chargé d'Affaires ad interim

THE HASHEMITE KINGDOM OF JORDAN
Ministry of Supply
AMMAN

بسم الله الرحمن الرحيم

المملكة الاردنية الهاشمية
وزارة التموين
عمان

Ref. No. 10/9/3/A/1588 — الرقم
Date March 12, 1974 — التاريخ

Mr. PIERRE R. GRAHAM
American Charge d'Affairs ad Interim
Amman, Jordan

DEAR MR. GRAHAM:

I acknowledge with thanks the receipt of your Excellency's Note No. 064 dated March 12, 1974 which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two governments on May 20, 1973, as amended on July 25, August 2, and September 29, 1973, and to propose the agreement be further amended as follows:

A) In Commodity Table—Part II—Item 1—Under the appropriate columns for Wheat/Wheat Flour: delete "55,000 Metric Tons and $7.9 million" and insert "75,000 Metric Tons and $12.2 million" respectively; and

B) under the column entitled Maximum Export Market Value delete the total "$10.5 million" and insert "$14.8 million".

Except as provided above, all other terms and conditions of the May 20, 1973 Agreement, as amended, remain the same.

I have the honor to propose that this note and your Excellency's note in reply concurring therein constitute an agreement between our two governments, effective from the date of your note in reply.

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

I have the honor to inform your Excellency that the foregoing is acceptable and reflects correctly the understanding of the Government of the Hashemite Kingdom of Jordan, and that your Excellency's note and this note in reply concurring therein constitute an agreement between our two Governments effective as of this day, March 12, 1974.

Accept, Excellency, my highest considerations.

Yours sincerely,

S. Shari[1]

Minister of Supply

[1] S. Shari

CANADA

Continental Radar Defense System: Closing of Certain Stations

Agreement effected by exchange of notes Signed at Washington March 22, 1974; Entered into force March 22, 1974.

The Canadian Ambassador to the Secretary of State

CANADIAN EMBASSY AMBASSADE DU CANADA

WASHINGTON, D.C. 20036
March 22, 1974

No. 88

SIR,

I have the honour to refer to agreements between the United States and Canada set out in the exchanges of Notes of August 1, 1951 and August 16, 1971 [1] regarding the cost and operation of the continental radar defence system within Canada. I also have the honour to refer to a meeting in Ottawa on September 4, 1973 during which United States officials were informed of Canadian policy decisions relating to the financing of Canada's defence programme and of several consequent adjustments in the programme. One of the adjustments involves the closing of certain radar stations of the extension of the continental radar defence system known as the Pinetree Line.

On behalf of my Government and in accordance with paragraph two of the Canadian Note of August 1, 1951 I have the honour to request that your Government concur in the stations located at Armstrong, Foymount and Ramore, all in Ontario, being closed down operationally in April 1974 and taken out of service completely in October 1974. Detailed arrangements concerning the implementation of the deactivation programme would be worked out between the appropriate authorities of our two Governments and the disposition of excess United States property at the sites would be in accordance with the exchange of Notes of our two Governments of August 28, 1961 and September 1,

[1] TIAS 3049, 7173; 5 UST 1721; 22 UST 1529.

43-377 O - 75 - 19

1961 [1] concerning the disposal of United States excess property in Canada.

The removal and relocation of any radar or other equipment or portions thereof from these three stations to other Pinetree stations in Canada, as well as the installation of such radar or other equipment or portions thereof at other Pinetree stations in Canada, will be accomplished by the Government of Canada at its expense. The Government of Canada will reimburse the Government of the United States for any costs the latter may incur as a result of terminating any contract, or portion thereof, for the modification of radar or other equipment at any of the three stations being closed.

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

M. CADIEUX.
Ambassador

The Honourable HENRY A. KISSINGER
Secretary of State
Washington, D.C.

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
WASHINGTON

MARCH 22, 1974

EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. 83 of today's date requesting the concurrence of the Government of the United States in the closing of certain radar stations of the extension of the continental radar defence system known as the Pine Tree Line.

On behalf of my Government, I have the honor to inform you that we concur in the closing of these radar stations under the conditions given in your note of today's date.

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

For the Secretary of State:
RUFUS Z. SMITH
Rufus Z. Smith

His Excellency
MARCEL CADIEUX,
Ambassador of Canada.

[1] TIAS 4841; 12 UST 1228.

MALTA

Trade in Cotton Textiles

Agreement extending the agreement of June 14, 1967, as extended.
Effected by exchange of notes
Dated at Valletta February 15, 1974;
Entered into force February 15, 1974.

The Maltese Ministry of Commonwealth and Foreign Affairs to the American Embassy

MINISTRY OF COMMONWEALTH
AND FOREIGN AFFAIRS
THE OLD CHANCELLERY,
PALACE SQUARE,
VALLETTA, MALTA.

CFA 1757/66/Vol. II

The Ministry of Commonwealth and Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Cotton Textiles Agreement of the 14th June 1967 between the Government of Malta and the Government of the United States of America which was subsequently extended by exchange of notes dated 30th December, 1970 and 31st December, 1971, [1] respectively.

The Ministry proposes that the aforementioned agreement, as amended, be further amended by substituting "1973" in paragraph 1 by "1974".

If this proposal is acceptable to the Government of the United States of America, this note and your note of acceptance on behalf of the Government of the United States of America, shall constitute an agreement between the two Governments extending the term of the aforementioned agreement up to the 31st December, 1974.

---

[1] TIAS 6275, 7015, 7245; 18 UST 1247; 21 UST 2720; 22 UST 2067.

The Ministry of Commonwealth and Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its highest consideration.

15th February, 1974.

EMBASSY OF THE
UNITED STATES OF AMERICA,
Development House,
Floriana.

The American Embassy to the Maltese Ministry of Commonwealth and Foreign Affairs

No. 10

The Embassy of the United States of America presents its compliments to the Ministry of Commonwealth and Foreign Affairs and has the honor to acknowledge receipt of the Ministry's note No. CFA 1757/66/Vol. II, dated February 15, 1974, concerning the agreement relating to exports of cotton textiles from Malta to the United States of America which reads as follows:

"The Ministry of Commonwealth and Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Cotton Textiles Agreement of the 14th June 1967 between the Government of Malta and the Government of the United States of America which was subsequently extended by exchange of notes dated 30th December, 1970 and 31st December, 1971, respectively.

The Ministry proposes that the aforementioned agreement, as amended, be further amended by substituting "1973" in paragraph 1 by "1974".

If this proposal is acceptable to the Government of the United States of America, this note and your note of acceptance on behalf of the Government of the United States of America, shall constitute an agreement between the two Governments extending the term of the afore-mentioned agreement up to the 31st December, 1974.

The Ministry of Commonwealth and Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its highest consideration."

The Embassy has the honor to confirm to the Ministry of Commonwealth and Foreign Affairs that the agreement proposed in the above note is acceptable to the Government of the United States of America, and further agrees that the Ministry's note and this note in reply shall constitute an agreement between our two Governments on the matter.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Commonwealth and Foreign Affairs the assurance of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
VALLETTA, *February 15, 1974.*

BERMUDA

Aviation: Preclearance for Entry Into the United States

Agreement signed at Hamilton January 15, 1974;
Entered into force January 15, 1974.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF BERMUDA ON PRECLEARANCE

The Government of the United States of America and the Government of Bermuda;

Considering that preclearance, the procedure of conducting in Bermuda inspection by United States inspection agencies required for entry into the United States of passengers destined nonstop to the United States on flights of aircraft, facilitates travel between the two countries; and

Considering that the laws of the two countries in respect to merchandise or articles the entry of which is prohibited are sufficiently similar to enable U.S. inspection agencies to carry out their missions, subject to provision of facilities adequate to enable them to use their manpower efficiently and to insure proper security safeguards for passengers, aircraft, crew, baggage and aircraft stores entering the United States;

Agree as follows:

ARTICLE I

The Government of Bermuda shall:

(a) Permit United States inspectors to carry out preclearance of passengers, aircraft, crew, baggage and aircraft stores destined nonstop to the United States.

(b) Provide the following facilities as set forth in the Annex to this Agreement in accordance with the indicated time schedule:

(i) by August 1, 1974 the interim facility; and
(ii) by February 28, 1977 the permanent facility.

(c) Permit the installation and operation of such communications and other modern inspection aids as required by the United States inspection agencies.

(d) Furnish appropriate law enforcement assistance to the United States inspectors, including, upon request of a United States inspector, search by a Bermudian law enforcement officer in the presence of a United States inspection officer of any person subject to preclearance in accordance with this Agreement to determine if such person is seeking to carry into the United States:

(i) anything the possession of which is prohibited under the law of Bermuda; or

(ii) documents relevant to his immigration status which are fraudulent or misused.

Further, the Bermudian law enforcement official, if so requested by a United States inspector, shall prevent such person from boarding an aircraft destined for the United States. If it appears that there is at the airport an accomplice who is assisting such a person, and that he may have in his possession something falling in the categories described in (i) or (ii) above, such accomplice shall also be subject to search if such search is requested by the United States inspector.

(e) Upon the request of a United States inspection agency:

(i) seize and confiscate articles or merchandise if such articles or merchandise are falsely declared or not declared at the time of preclearance and if the possession or exportation of such articles or merchandise is prohibited under the laws of Bermuda; or

(ii) if possession or exportation of such articles or merchandise falsely declared or not declared is not prohibited under the laws of Bermuda, submit to prosecution within its Constitutional authority the alleged offender for knowingly making a false declaration.

(f) In coordination and cooperation with the United States Government, seek to add to the articles prohibited for possession or exportation as may be deemed necessary and, if required by the exigencies of the then applicable situation, seek such other legal sanctions as may be deemed desirable.

(g) Grant to all United States citizen employees of the Government of the United States of America assigned to duties in Bermuda in connection with the Agreement, and their families, the same privileges and immunities as are accorded to administrative and technical personnel of a diplomatic mission or the families of such personnel, respectively, under the Vienna Convention on Diplomatic Relations of 1961, [1] as given effect in the Consular Relations Act, 1971, of the Government of Bermuda.

(h) Permit the United States inspection agencies to determine procedures for carrying out inspections and utilization of their manpower.

[1] TIAS 7502; 23 UST 3227.

ARTICLE II

The Government of the United States of America shall:

(a) Provide sufficient inspectors to carry out preclearance of all passengers, crew, baggage and aircraft stores on flights of aircraft (scheduled or charter) in air transportation as defined in the United States Federal Aviation Act of 1958, [1] as amended, destined nonstop to the United States with reasonable speed and efficiency and with care to avoid undue inconvenience to travelers from Bermuda to the United States.

(b) Conduct preclearance under this procedure unless the officers in charge of the United States federal inspection agencies after consultation with the Bermudian authorities and the air carriers concerned, determine that adequate manpower is not available or that the accumulation of passengers will overtax the facilities. It is anticipated that the facilities will accommodate up to 700 passengers per hour under normal circumstances. If, after such consultation, it is necessary for United States inspection agencies to require post-clearance on arrival in the United States instead of, or in addition to, preclearance in Bermuda, the United States inspection agencies will select flights for such post-clearance on a reasonable and non-discriminatory basis.

ARTICLE III

It is understood that the United States may extend the application of any of its customs, immigration, agriculture and public health laws and regulations to aircraft, passengers, aircraft crew, baggage, cargo and aircraft stores in Bermuda which are subject to preclearance, for the purpose of establishing and enforcing penalties for violations of these laws and regulations upon arrival in the United States.

ARTICLE IV

Any person wishing to defer United States Customs inspection until his arrival in the United States may do so either (a) by traveling on any post cleared flight or (b) by sending his luggage as unaccompanied baggage to any port of entry in the United States where there are full customs facilities, and submitting his person and carried on items to preclearance procedures.

ARTICLE V

Either Government may at any time request consultations concerning the interpretation, application or amendment of this Agreement, including the Facilities Annex attached thereto. Such consultations shall begin within 60 days from the date the other Government receives the request.

[1] 72 Stat. 731; 49 U.S.C. § 1301 note.

ARTICLE VI

This agreement shall enter into force upon signature. It shall remain in force for eight years and shall continue in force thereafter until terminated as provided herein. Either party may, by giving one year's written notice, terminate this Agreement at the end of the initial eight year period or at any time thereafter.

DONE in duplicate at Hamilton, Bermuda this 15th day of January 1974.

D B MCCUE

Donald B. McCue
United States Consul General
For the Government of the
United States of America

F JOHN BARRITT

F. J. Barritt
Minister for Marine and Air Services
For the Government of Bermuda

E T RICHARDS

Sir Edward T. Richards
Premier, Government of Bermuda

Facilities Annex to the Agreement Between the Government of the United States and the Government of Bermuda on Preclearance

I. Interim facilities shall include the installation of "H" system inspection counters in accordance with U.S. Customs standards and additional facilities as described in III below.

II. Permanent facilities shall include sterility of passengers and baggage from initial inspection through boarding of aircraft with additional facilities as described in III below.

III. The following additional facilities will be provided:

(a) Provide for such passenger comforts as a central climatic control device that includes air conditioning.
(b) Provide suitable seating accommodations in the sterile hold area that will be conducive to passenger comforts.
(c) Provide for adequate janitorial services in the preclearance area, as well as perform any necessary repairs or maintenance.
(d) Construct two search rooms that provide approximately 80 square feet per room.
(e) Construct a cashier's booth of sufficient size to accommodate two teller/cashiers, if requested.

(f) Provide hooded baggage conveyor systems that will insure adequate security as directed by the United States Secretary of the Treasury for the transport of the precleared baggage to a segregated baggage make-up area.

(g) Provide baggage make-up areas that will be secured by mutually acceptable fences. The gates used to secure these enclosures shall be equipped with adequate locking mechanisms.

(h) Provide office space to house adequately the Customs Officer-in-Charge, a Supervisor of Customs, a Supervisor of Immigration and Agriculture Officer as well as interview rooms and clerical support staff; and toilet facilities in the sterile area, which shall be constructed in such a manner as to preclude contact with non-precleared passengers and the general public.

(i) Provide that precleared air passengers are not allowed to commingle with other arriving or departing passengers.

D B M F J B

REPUBLIC OF VIET-NAM

Agricultural Commodities

Agreement amending the agreement of January 21, 1974.
Effected by exchange of notes
Signed at Saigon February 28, 1974;
Entered into force February 28, 1974.

The American Ambassador to the Vietnamese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 47

FEBRUARY 28, 1974

EXCELLENCY:

I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on January 21, 1974, [1] and to propose that that Agreement be amended to provide additional quantities of rice as follows:

In Part II, Item I, Commodity Table, on the line entitled "Rice", and under appropriate column headings, delete "100,000 M/T—$55.2" and insert "160,000 M/T—$91.0". On the line entitled "Total", and under the column headed "Maximum Export Market Value", delete "$55.2" and insert "$91.0".

All other terms and conditions of the January 21, 1974 Agreement remain unchanged.

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

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

Sincerely yours,
GRAHAM MARTIN
Graham Martin

His Excellency
VUONG VAN BAC
Minister of Foreign Affairs
Republic of Vietnam
Saigon

---

[1] TIAS 7784; *ante*, p. 188.

The Vietnamese Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No. 1094-EF/HT

SAIGON, *February 28 1974*

EXCELLENCY,

I have the honour to acknowledge receipt of Your Excellency's Note No. 47 dated February 28, 1974 which reads as follows:

"I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on January 21, 1974, and to propose that that Agreement be amended to provide additional quantities of rice as follows:

In Part II, Item I, Commodity Table, on the line entitled "Rice", and under appropriate column headings, delete "100,000 M/T—$55.2" and insert "160,000 M/T—$91.0". On the line entitled "Total", and under the column headed "Maximum Export Market Value", delete "$55.2" and insert "$91.0".

All other terms and conditions of the January 21, 1974 Agreement remain unchanged.

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

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

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

[SEAL] VUONG-VAN-BAC

Vuong-Văn-Băc
Minister of Foreign Affairs

His Excellency GRAHAM MARTIN
Ambassador of the United States of America.
Saigon

IRAN

Military Mission

Agreement extending the agreement of November 27, 1943, as amended and extended.
Effected by exchange of notes
Dated at Tehran February 7 and March 6, 1974;
Entered into force March 6, 1974.

The Iranian Ministry of Foreign Affairs to the American Embassy

وزارت امور خارجه

اداره حقوقی

شماره ۱۰۰۸۰۰/۱۸

تاریخ ۱۳۵۱/۱۱/۱۸

پیوست

یادداشت

وزارت امور خارجه شاهنشاهی تعارفات خود را بسفارت ممالك متحده آمریکا اظهار و احتراماً پیرو یادداشت شماره ۸۵۳۹/۱۸ مورخ ۱۳۵۱/۱۱/۱۷ — باستحضار میرساند :

مقامات مربوطه دولت شاهنشاهی مایلند موافقتنامه مربوط به خدمت مستشاران آمریکائی در ژاندارمری مورخ ۲۷ نوامبر ۱۹۴۳ از اول فروردین ماه ۱۳۵۳ (۲۱ مارس ۱۹۷۴) برای مدت یکسال دیگر تمدید گردد .

خواهشمند است دستور فرمایند چنانچه تمدید اعتبار موافقتنامه مذکور مورد موافقت مقامات مربوطه دولت متبوع آن سفارت قرار دارد مراتب باطلاع وزارت امور خارجه رسانیده شود .

موقع را برای تجدید احترامات فائقه مغتنم میشمارد.

[SEAL]

سفارت ممالك متحده آمریکا — تهران

Translation

MINISTRY OF FOREIGN AFFAIRS

Legal Section
No. 10080/18

FEBRUARY 7, 1974

NOTE

The Imperial Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America, and, referring to its Note No. 8539/18 of February 6, 1973, [1] has the honor to inform the Embassy of the desire of the appropriate Imperial authorities to renew the Agreement on the service of American advisors with the Iranian Gendarmerie, which was initially provided for in the Agreement of November 27, 1943, [2] for an additional period of one year beginning March 21, 1974.

It is requested that the Ministry of Foreign Affairs be notified of the concurrence of the United States Government in the renewal of the aforementioned Agreement as indicated above.

The Ministry avails itself of this opportunity to renew to the Embassy the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
Tehran.

The American Embassy to the Iranian Ministry of Foreign Affairs

NO. 170

The Embassy of the United States of America presents its compliments to the Imperial Iranian Ministry of Foreign Affairs and has the honor to refer to the Ministry's Note No. 10080/18 of February 7, 1974, requesting the concurrence of the Government of the United States in the extension for another year beginning March 21, 1974, of the Agreement dated November 27, 1943, governing the service of the American advisors with the Gendarmerie.

The Embassy hereby informs the Ministry that the Government of the United States concurs in the extension of the Agreement of November 27, 1943, for another year beginning March 21, 1974.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
TEHRAN, *March 6, 1974.*

[1] Exchange of notes of Feb. 6 and Mar. 3, 1973. TIAS 7596; 24 UST 885.
[2] EAS 361, TIAS 1941, 6594; 57 Stat. 1262; 62 Stat. 3843; 19 UST 7511.

FEDERAL REPUBLIC OF GERMANY

Air Charter Services

Agreement amending the agreement of April 13, 1973.
Effected by exchange of letters
Signed at Bonn and Bonn-Bad Godesberg March 12, 1974;
Entered into force March 12, 1974.

The Federal Minister of Transport to the American Ambassador

DER BUNDESMINISTER FÜR VERKEHR [1]

L 9/61.10 – 9004 Vm 74 5300 Bonn 1, den 12 March 1974

HIS EXCELLENCY
The Ambassador of the
United States of America
53 Bonn-Mad Godesberg

DEAR MR. AMBASSADOR,

I have the honour to refer to discussions between representatives of our two Governments in Bonn January 28 and 29, 1974, on questions concerning air charter flights between the territories of the Federal Republic of Germany and the United States of America and a review of the US–FRG Memorandum of Understanding of April 13, 1973. [2]

On the part of the Government of the Federal Republic of Germany I wish to confirm that, in accordance with those discussions, the Memorandum of Understanding of April 13, 1973, shall be amended as follows:

(a) By the deletion from the first paragraph of the date March 31, 1974 and the substitution therefor of the date December 31, 1975, as well as the addition of the following new final sentence:

"If it is deemed necessary by one of the Parties, in the light of further experience, that Party may request a review of certain elements of the Memorandum of Understanding."

---

[1] In translation reads: "The Federal Minister of Transport".
[2] TIAS 7605; 24 UST 953.

(b) By the addition of two new subparagraphs to section I.D. as follows:

"4. accept as charterworthy 'advance charter' traffic organized and flown pursuant to a previously agreed rule which has been modified, temporarily or otherwise, to provide for an initial filing of passenger lists at least sixty days (rather than at least ninety days) in advance of flight departure.

5. accept as charterworthy short-term 'advance charter' traffic organized and flown pursuant to a previously agreed rule to which exceptions have been made to provide for a maximum travel duration shorter than the minimum required, but subject to additional limitations."

(c) By the addition of a new Section IV as follows:

"IV. Agreed Actions Relating to Other Types of Charters

"In addition, the regulatory authorities of each Party shall:

A. Accept as charterworthy 'prior affinity' charter traffic organized and flown pursuant to the extant rules of the aeronautical authorities of the other Party for so long as such rules are maintained by such Party, or for the term of this Understanding, whichever is shorter; provided, however, that the aeronautical authorities of the first Party may impose reasonable requirements to ensure bona fides, including the requirements that a list of all persons who will or may be passengers [1] be supplied to them by the carrier at least 30 days in advance of each flight, subject to substitution and addition until flight departure of a reasonable number of other unlisted but bona fide group members under conditions to be agreed.

B. Use their best efforts to accept as charterworthy charter flights of a 'Special Event' character organized in and flown from the territory of the other Party.

C. Conduct any capacity surveillance of Inclusive Tour Charter flights (a type which supplements 'advance charters' or 'prior affinity' charters) which they may wish to undertake by setting a date, reasonably far in advance of each chartering season, by which time applicant carriers will normally be expected to file their Inclusive Tour Charter programs, and informing such carriers approximately one month thereafter of the acceptability of such programs. If such Party's regulatory authorities perceive a problem of program size, it will inform the other party reasonably in advance of final decision.

D. Accept as charterworthy split charters, for traffic originating in the territory of the other Party, including split charters combining

[1] The number of names on the list may exceed by a reasonable percentage the capacity contracted for. [Footnote in the original.]

43-377 O - 75 - 20

more than one charter type on the same aircraft, if such splitting is allowed under the rules of the country of origin. [1]
By exception to their rules, the regulatory authorities of the Federal Republic of Germany will permit, on an *ad hoc* basis, the combining on the same aircraft of German-originating 'civil U.S. military' charter traffic with other charter type traffic (except Inclusive Tour Charter)."

Moreover, I would like to point expressly to the statements which are contained in my letter of 13 April 1973, paras. 1–5. These principles are still valid for my Government as you know from the negotiations which took place in Bonn on 28/29 January 1974.

I have the honor to propose that this letter and your letter in reply confirming that the Government of the United States of America agrees to the foregoing amendment of the Memorandum of Understanding shall consitute an agreement between our two Governments which shall enter into force on the date of your letter of confirmation.

Sincerely yours

On behalf of the Federal Minister
of Transport

G. W. REHM

The American Ambassador to the Federal Minister of Transport

BONN/BAD GODESBERG *March 12, 1974*

His Excellency
DR. LAURITZ LAURITZEN
Federal Minister of Transport
53 Bonn
Sternstrasse 100

DEAR MR. MINISTER:

I have the honor to refer to your letter of March 12, 1974 regarding amendment of the Memorandum of Understanding of April 13, 1973 relating to air charter services. The Government of the United States understands that the terms of the letter of April 13, 1973, cited in your letter, are not intended to detract from the terms of the Memorandum of Understanding.

[1] However, for the time being, the regulatory authorities of the Federal Republic of Germany will not permit the commingling of Inclusive Tour Charter traffic." [Footnote in the original.]

I confirm that the Government of the United States agrees to the amendment of the Memorandum of Understanding as set forth in your letter.

Accordingly, your letter and this reply shall constitute an agreement between our two Governments which shall enter into force this day.

Sincerely,

For the Ambassador:

IRVING I SCHIFFMAN

Irving I. Schiffman
Counselor for Economic Affairs

PORTUGAL

Trade in Cotton Textiles

Agreement modifying the agreement of November 17, 1970, as amended.
Effected by exchange of notes
Signed at Washington March 21, 1974;
Entered into force March 21, 1974.

The Portuguese Ambassador to the Secretary of State

EMBASSY OF PORTUGAL
WASHINGTON

MARCH 21, 1974

EXCELLENCY:

I have the honor to refer to the agreement between our two Governments concerning exports of cotton textile products from Portugal to the United States effected by exchange of notes on November 17, 1970, as amended. [1]

Pursuant to recent discussions between our two Governments, I have the honor to propose that for the fourth and succeeding agreement years, category 46 and category 47 be merged and a specific limit of 89,805 dozen be applied to the merged categories. This specific limit shall be subject to the growth provisions of paragraph 9.

If the foregoing is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of the United States shall constitute an amendment of the cotton textile agreement of November 17, 1970, as amended.

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

[2]

His Excellency
HENRY KISSINGER
The Secretary of State
Washington, D.C.

---

[1] TIAS 6980, 7336; 21 UST 2424; 23 UST 697.
[2] Joao Hall Themido

The Secretary of State to the Portuguese Ambassador

DEPARTMENT OF STATE
WASHINGTON

MARCH 21, 1974

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date which reads as follows:

"EXCELLENCY:

"I have the honor to refer to the agreement between our two Governments concerning exports of cotton textile products from the Government of Portugal to the United States effected by exchange of notes on November 17, 1970, as amended.

"Pursuant to recent discussions between our two Governments, I have the honor to propose that for the fourth and succeeding agreement years, category 46 and category 47 be merged and a specific limit of 89,805 dozen be applied to the merged categories. This specific limit shall be subject to the growth provisions of paragraph 9.

"If the foregoing is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of the United States shall constitute an amendment of the cotton textile agreement of November 17, 1970, as amended.

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

I confirm that the Government of the United States agrees to the proposal set forth in your note and that your Excellency's note and this reply constitute an agreement between our Governments.

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

For the Acting Secretary of State:

WILLIS C. ARMSTRONG

His Excellency,
JOAO HALL THEMIDO,
Ambassador of Portugal.

NEW ZEALAND

Scientific and Technical Cooperation

Agreement signed at Wellington February 27, 1974;
Entered into force February 27, 1974.

AGREEMENT FOR SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF NEW ZEALAND

The Government of The United States of America and the Government of New Zealand;

Desiring to advance the boundaries of knowledge useful in improving man's well-being and;

Recognising the mutual benefits of scientific and technological cooperation;

Have agreed as follows:

Article I

The two Governments will jointly establish and implement a programme of scientific and technological cooperation for peaceful purposes in agreed areas of mutual interest, with initial emphasis on areas of energy research.

Article II

Cooperative activities shall be the subject of such specific arrangements as may be deemed appropriate.

Article III

Scientific and technological cooperation under this Agreement may take such forms as may be deemed appropriate, including but not limited to:

(a) Joint or coordinated planning, support or implementation of projects;

(b) Exchange of scientific and technological information subject to the provisions of Article V of this Agreement;

(c) Establishment, operation and utilisation of scientific and technical installations relating to individual projects;

(d) Exchange of scientific and technical personnel relating to projects or cooperative activities under this Agreement.

ARTICLE IV

The support of cooperative activities under this Agreement shall be as agreed to in the specific arrangements referred to in Article II and shall be subject to the availability of funds. In general each government will bear the costs for discharging its responsibilities in cooperative activities.

ARTICLE V

(a) Scientific and technological information of a non-proprietary nature resulting from cooperation under this Agreement will be made available to the World Scientific Community through customary channels and in accordance with normal procedures.

(b) The disposition of any patents, know-how and other proprietary property derived from the cooperative activities under this Agreement will be provided for in the specific arrangements referred to in Article II.

ARTICLE VI

(a) Each Government shall facilitate, consistent with law, the entry into and exit from its territory of scientific and technical personnel engaged in cooperative activities under this Agreement, as well as their families.

(b) Each Government shall facilitate, consistent with law, the entry and exit of equipment and material to be utilised in cooperative activities under this Agreement, as well as the personal effects of scientific and technical personnel and of their families.

ARTICLE VII

Each Government shall designate an executive agent responsible for the coordination and facilitation of cooperative activities under this Agreement. These agents shall consult with a view to developing such cooperative activities.

ARTICLE VIII

Existing arrangements and agreements between the Governments relating to cooperation in science and technology shall not be affected by this Agreement. However, they may be incorporated into the framework of this Agreement as may be agreed by the Governments.

ARTICLE IX

Nothing in this Agreement shall preclude or prejudice scientific and technological cooperation by nationals of New Zealand and the United States of America outside the provisions of this Agreement.

ARTICLE X

Scientific and technical personnel, agencies, organisations and institutions of third countries may be invited to participate in projects and cooperative activities under this Agreement with the joint approval of the Governments of New Zealand and the United States.

ARTICLE XI

The two Governments shall jointly review the progress of cooperation under the Agreement from time to time.

ARTICLE XII

This Agreement shall enter force on signature.

ARTICLE XIII

This Agreement shall remain in force for five years unless extended by agreement between the two Governments. The termination of this Agreement shall not affect the validity or duration of any arrangement made in accordance with Article II.

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

DONE in duplicate at Wellington this 27th day of February 1974 in the English language.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

KENNETH RUSH

[SEAL]

FOR THE GOVERNMENT OF NEW ZEALAND

NORMAN KIRK

[SEAL]

BANGLADESH

Agricultural Commodities

Agreement amending the agreement of August 6, 1973, as amended.
Effected by exchange of notes
Signed at Dacca March 23 and 25, 1974;
Entered into force March 25, 1974.

The American Chargé d'Affaires ad interim to the Bangladesh Secretary, Planning Commission

EMBASSY OF THE
UNITED STATES OF AMERICA

DACCA, *March 23, 1974*

DEAR MR. SECRETARY

I have the honor to refer to the PL 480, Title I Agriculture Sales Agreement signed by representatives of our two Governments on August 6, 1973, as amended, [1] and to propose that the Agreement be further amended as follows

In the Commodity Table—Part II—Item I—under the column entitled maximum export market value, for soybean/cottonseed oil, delete "$4.7" and insert "$6.8" Delete total "$37.1" and insert "$39.2"

All other terms and conditions of the August 6, 1973 agreement, as amended, remain the same.

I propose that this note and your reply concurring therein will constitute an agreement between our two Governments effective on the date of your note in reply

Please accept the renewed assurance of my highest consideration.

DANIEL O. NEWBERRY

Daniel O. Newberry
Charge d'Affaires ad interim

MR. M. SYEDUZZAMAN
Secretary
Planning Commission
Government of Bangladesh
Dacca.

---

[1] TIAS 7711, 7715, 7756, 7774, 24 UST 1985, 2017, 2313, *ante*, p. 38.

The Bangladesh Secretary, Planning Commission, to the American Chargé d'Affaires ad interim

[1]

পরিকল্পনা মন্ত্রণালয় [3]

সচিব [2]

বাংলাদেশ সেক্রেটারিয়েট

পরিকল্পনা কমিশন

ঢাকা

MR. M. SYEDUZZAMAN
Secretary

D.O. No. 172/ERD(III)/USA(COM)-22/73

MARCH 25, 1974.

DEAR MR. NEWBERRY,

I have the honour to acknowledge receipt of your note of March 23, 1974 which reads as follows

"In the Commodity Table—Part II—Item I—under the column entitled maximum export market value, for soyabean/cottonseed oil, delete "$4.7" and insert "$6.8" Delete total "$37.1" and insert "$39.2"

All other terms and conditions of the August 6, 1973 agreement, as amended, remain the same"

The foregoing amendment is acceptable to the Government of Bangladesh and we concur that this constitutes an agreement between our two Governments to enter into force on the date of this note.

Please accept the renewed assurances of my highest consideration.

Yours sincerely,

M. SYEDUZZAMAN

(M. Syeduzzaman)
Secretary.

MR. DANIEL O. NEWBERRY
Charge d'Affaires ad interim
Embassy of the United States of America in Bangladesh
Adamjee Court, Motijheel Commercial Area
Dacca-2.

---

[1] In translation reads "Government People's Republic of Bangladesh"
[2] In translation reads "Secretary Planning Commission"
[3] In translation reads "Planning Commission Bangladesh Secretariat"

MULTILATERAL

Convention for the Protection of Producers of Phonograms Against Unauthorized Duplication of Their Phonograms

Done at Geneva October 29, 1971;
Ratification advised by the Senate of the United States of America October 1, 1973;
Ratified by the President of the United States of America November 9, 1973;
Ratification of the United States of America deposited with the Secretary-General of the United Nations November 26, 1973;
Proclaimed by the President of the United States of America April 17, 1974;
Entered into force with respect to the United States of America March 10, 1974.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT

The Convention for the Protection of Producers of Phonograms Against Unauthorized Duplication of their Phonograms was opened for signature at Geneva October 29, 1971,

The Senate of the United States of America by its resolution of October 1, 1973, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention,

The President of the United States of America ratified the Convention on November 9, 1973, in pursuance of the advice and consent of the Senate,

The United States of America deposited its instrument of ratification on November 26, 1973 with the Secretary General of the United Nations, and on December 10, 1973 the Director General of the World Intellectual Property Organization informed the States indicated in the Convention of such deposit,

Pursuant to the provisions of paragraph (2) of Article 11 of the Convention, the Convention entered into force for the United States of America on March 10, 1974,

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the said Convention to the end that it shall be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this seventeenth day of April in the year of our Lord one thousand nine hundred seventy-
[SEAL] four and of the Independence of the United States of America the one hundred ninety-eighth.

RICHARD NIXON

By the President
HENRY A. KISSINGER
Secretary of State

CONVENTION POUR LA PROTECTION DES PRODUCTEURS DE PHONOGRAMMES
CONTRE LA REPRODUCTION NON AUTORISEE DE LEURS PHONOGRAMMES

CONVENTION FOR THE PROTECTION OF PRODUCERS OF PHONOGRAMS
AGAINST UNAUTHORIZED DUPLICATION OF THEIR PHONOGRAMS

CONVENIO PARA LA PROTECCION DE LOS PRODUCTORES DE FONOGRAMAS
CONTRA LA REPRODUCCION NO AUTORIZADA DE SUS FONOGRAMAS

КОНВЕНЦИЯ ОБ ОХРАНЕ ИНТЕРЕСОВ ПРОИЗВОДИТЕЛЕЙ ФОНОГРАММ
ОТ НЕЗАКОННОГО ВОСПРОИЗВОДСТВА ИХ ФОНОГРАММ

CONVENTION POUR LA PROTECTION DES PRODUCTEURS DE PHONOGRAMMES CONTRE LA REPRODUCTION NON AUTORISEE DE LEURS PHONOGRAMMES [1]

[1] For the English language text, see p. 323.

Les Etats contractants,

préoccupés par l'expansion croissante de la reproduction non autorisée des phonogrammes et par le tort qui en résulte pour les intérêts des auteurs, des artistes interprètes ou exécutants et des producteurs de phonogrammes;

convaincus que la protection des producteurs de phonogrammes contre de tels actes servira également les intérêts des artistes interprètes ou exécutants et des auteurs dont les exécutions et les oeuvres sont enregistrées sur lesdits phonogrammes;

reconnaissant la valeur des travaux effectués dans ce domaine par l'Organisation des Nations Unies pour l'éducation, la science et la culture et l'Organisation Mondiale de la Propriété Intellectuelle;

soucieux de ne porter atteinte en aucune façon aux conventions internationales en vigueur et, en particulier, de n'entraver en rien une plus large acceptation de la Convention de Rome du 26 octobre 1961 qui accorde une protection aux artistes interprètes ou exécutants et aux organismes de radiodiffusion, aussi bien qu'aux producteurs de phonogrammes;

sont convenus de ce qui suit :

Article 1

Aux fins de la présente Convention, on entend par :

a) "phonogramme", toute fixation exclusivement sonore des sons provenant d'une exécution ou d'autres sons;

b) "producteur de phonogrammes", la personne physique ou morale qui, la première, fixe les sons provenant d'une exécution ou d'autres sons;

c) "copie", un support contenant des sons repris directement ou indirectement d'un phonogramme et qui incorpore la totalité ou une partie substantielle des sons fixés dans ce phonogramme;

d) "distribution au public", tout acte dont l'objet est d'offrir des copies, directement ou indirectement, au public en général ou à toute partie de celui-ci.

Article 2

Chaque Etat contractant s'engage à protéger les producteurs de phonogrammes qui sont ressortissants des autres Etats contractants contre la production de copies faites sans le consentement du producteur et contre l'importation de telles copies, lorsque la production ou l'importation est faite en vue d'une distribution au public, ainsi que contre la distribution de ces copies au public.

Article 3

Sont réservés à la législation nationale de chaque Etat contractant les moyens par lesquels la présente Convention sera appliquée et qui comprendront l'un ou plusieurs des moyens suivants : la protection par l'octroi d'un droit d'auteur ou d'un autre droit spécifique; la protection au moyen de la législation relative à la concurrence déloyale; la protection par des sanctions pénales.

Article 4

Est réservée à la législation nationale de chaque Etat contractant la durée de la protection accordée. Toutefois, si la loi nationale prévoit une durée spécifique pour la protection, cette durée ne devra pas être inférieure à vingt ans à partir de la fin, soit de l'année au cours de laquelle les sons incorporés dans le phonogramme ont été fixés pour la première fois, soit de l'année au cours de laquelle le phonogramme a été publié pour la première fois.

Article 5

Lorsqu'un Etat contractant exige, en vertu de sa législation nationale, l'accomplissement de formalités à titre de condition de la protection des producteurs de phonogrammes, ces exigences seront considérées comme satisfaites si toutes les copies autorisées du phonogramme qui sont distribuées au public ou l'étui les contenant portent une mention constituée par le symbole Ⓟ accompagné de l'indication de l'année de

43-377 O - 75 - 21

la première publication apposée d'une manière montrant de façon nette que la protection est réservée; si les copies ou leur étui ne permettent pas d'identifier le producteur, son ayant droit ou le titulaire de la licence exclusive (au moyen du nom, de la marque ou de toute autre désignation appropriée), la mention devra comprendre également le nom du producteur, de son ayant droit ou du titulaire de la licence exclusive.

Article 6

Tout Etat contractant qui assure la protection par le moyen du droit d'auteur ou d'un autre droit spécifique, ou bien par le moyen de sanctions pénales, peut, dans sa législation nationale, apporter des limitations à la protection des producteurs de phonogrammes, de même nature que celles qui sont admises en matière de protection des auteurs d'oeuvres littéraires et artistiques. Toutefois, aucune licence obligatoire ne pourra être prévue sauf si toutes les conditions suivantes sont remplies .

a) la reproduction est destinée à l'usage exclusif de l'enseignement ou de la recherche scientifique,

b) la licence ne sera valable que pour la reproduction sur le territoire de l'Etat contractant dont l'autorité compétente a accordé la licence et ne s'étendra pas à l'exportation des copies;

c) la reproduction faite sous l'empire de la licence donne droit à une rémunération équitable qui est fixée par ladite autorité en tenant compte, entre autres éléments, du nombre de copies qui seront réalisées.

Article 7

1) La présente Convention ne saurait en aucune façon être interprétée comme limitant ou portant atteinte à la protection accordée aux auteurs, aux artistes interprètes ou exécutants, aux producteurs de phonogrammes, ou aux organismes de radiodiffusion, en vertu des lois nationales ou des conventions internationales.

2) La législation nationale de chaque Etat contractant déterminera, le cas échéant, l'étendue de la protection accordée aux artistes interprètes ou exécutants dont l'exécution est fixée sur un phonogramme, ainsi que les conditions dans lesquelles ils jouiront d'une telle protection.

3) Aucun Etat contractant n'est tenu d'appliquer les dispositions de la présente Convention en ce qui concerne les phonogrammes fixés avant que celle-ci ne soit entrée en vigueur à l'égard de l'Etat considéré.

4) Tout Etat dont la législation nationale en vigueur au 29 octobre 1971 assure aux producteurs de phonogrammes une protection établie seulement en fonction du lieu de la première fixation peut, par une notification déposée auprès du Directeur général de l'Organisation Mondiale de la Propriété Intellectuelle, déclarer qu'il appliquera ce critère au lieu de celui de la nationalité du producteur.

Article 8

1) Le Bureau international de l'Organisation Mondiale de la Propriété Intellectuelle rassemble et publie les informations concernant la protection des phonogrammes. Chaque Etat contractant communique dès que possible au Bureau international le texte de toute nouvelle loi ainsi que tous textes officiels concernant cette question.

2) Le Bureau international fournit à tout Etat contractant, sur sa demande, des renseignements sur les questions relatives à la présente Convention; il procède également à des études et fournit des services destinés à faciliter la protection prévue par la Convention.

3) Le Bureau international exerce les fonctions énumérées aux alinéas 1) et 2) ci-dessus en collaboration, pour les questions relevant de leurs compétences respectives, avec l'Organisation des Nations Unies pour l'éducation, la science et la culture et l'Organisation internationale du Travail.

Article 9

1) La présente Convention est déposée auprès du Secrétaire général de l'Organisation des Nations Unies. Elle reste ouverte jusqu'à la date du 30 avril 1972 à la signature de tout Etat membre de l'Organisation des Nations Unies, de l'une des Institutions spécialisées reliées à l'Organisation des Nations Unies ou de l'Agence internationale de l'Energie atomique, ou partie au Statut de la Cour internationale de Justice.

2) La présente Convention est soumise à la ratification ou à l'acceptation des Etats signataires. Elle est ouverte à l'adhésion de tout Etat visé à l'alinéa 1) du présent article.

3) Les instruments de ratification, d'acceptation ou d'adhésion sont déposés auprès du Secrétaire général de l'Organisation des Nations Unies.

4) Il est entendu qu'au moment où un Etat devient lié par la présente Convention, il doit être en mesure, conformément à sa législation interne, de donner effet aux dispositions de la Convention.

Article 10

Aucune réserve n'est admise à la présente Convention.

Article 11

1) La présente Convention entre en vigueur trois mois après le dépôt du cinquième instrument de ratification, d'acceptation ou d'adhésion.

2) A l'égard de chaque Etat ratifiant ou acceptant la présente Convention ou y adhérant après le dépôt du cinquième instrument de ratification, d'acceptation ou d'adhésion, la présente Convention entre en vigueur trois mois après la date à laquelle le Directeur général de l'Organisation Mondiale de la Propriété Intellectuelle informe les Etats, conformément à l'article 13, alinéa 4), du dépôt de son instrument.

3) Tout Etat peut, au moment de la ratification, de l'acceptation ou de l'adhésion, ou à tout moment ultérieur, déclarer par notification adressée au Secrétaire général de l'Organisation des Nations Unies que la présente Convention est applicable à l'ensemble ou à l'un quelconque des territoires dont il assure les relations internationales. Cette notification prend effet trois mois après la date de sa réception.

4) Toutefois, l'alinéa précédent ne saurait en aucun cas être interprété comme impliquant la reconnaissance ou l'acceptation tacite, par l'un quelconque des Etats contractants, de la situation de fait de tout territoire auquel la présente Convention est rendue applicable par un autre Etat contractant en vertu dudit alinéa.

Article 12

1) Tout Etat contractant a la faculté de dénoncer la présente Convention soit en son nom propre, soit au nom de l'un quelconque ou de l'ensemble des territoires visés à l'article 11, alinéa 3), par une notification écrite adressée au Secrétaire général de l'Organisation des Nations Unies.

2) La dénonciation prend effet douze mois après la date à laquelle le Secrétaire général de l'Organisation des Nations Unies a reçu la notification.

Article 13

1) La présente Convention est signée, en un seul exemplaire, en langues anglaise, espagnole, française et russe, les quatre textes faisant également foi.

2) Des textes officiels sont établis par le Directeur général de l'Organisation Mondiale de la Propriété Intellectuelle, après consultation des Gouvernements intéressés, dans les langues allemande, arabe, italienne, néerlandaise et portugaise

3) Le Secrétaire général de l'Organisation des Nations Unies notifie au Directeur général de l'Organisation Mondiale de la Propriété Intellectuelle, au Directeur général de l'Organisation des Nations Unies pour l'éducation, la science et la culture et au Directeur général du Bureau international du Travail .

a) les signatures de la présente Convention,

b) le dépôt des instruments de ratification, d'acceptation ou d'adhésion,

c) la date d'entrée en vigueur de la présente Convention;

d) toute déclaration notifiée en vertu de l'article 11, alinéa 3);

e) la réception des notifications de dénonciation.

4) Le Directeur général de l'Organisation Mondiale de la Propriété Intellectuelle informe les Etats visés à l'article 9, alinéa 1), dès notifications reçues en application de l'ali-

néa précédent, ainsi que des déclarations faites en vertu de l'article 7, alinéa 4). Il notifie également lesdites déclarations au Directeur général de l'Organisation des Nations Unies pour l'éducation, la science et la culture et au Directeur général du Bureau international du Travail.

5) Le Secrétaire général de l'Organisation des Nations Unies transmet deux exemplaires certifiés conformes de la présente Convention aux Etats visés à l'article 9, alinéa 1).

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet, ont signé la présente Convention.

FAIT à Genève, ce vingt-neuf octobre 1971

CONVENTION

FOR THE PROTECTION

OF PRODUCERS

OF PHONOGRAMS

AGAINST

UNAUTHORIZED DUPLICATION

OF THEIR PHONOGRAMS

TIAS 7808

The Contracting States,

concerned at the widespread and increasing unauthorized duplication of phonograms and the damage this is occasioning to the interests of authors, performers and producers of phonograms,

convinced that the protection of producers of phonograms against such acts will also benefit the performers whose performances, and the authors whose works, are recorded on the said phonograms,

recognizing the value of the work undertaken in this field by the United Nations Educational, Scientific and Cultural Organization and the World Intellectual Property Organization,

anxious not to impair in any way international agreements already in force and in particular in no way to prejudice wider acceptance of the Rome Convention of October 26, 1961,[1] which affords protection to performers and to broadcasting organizations as well as to producers of phonograms;

have agreed as follows:

[1] 496 UNTS 43.

Article 1

For the purposes of this Convention.

(a) "phonogram" means any exclusively aural fixation of sounds of a performance or of other sounds,

(b) "producer of phonograms" means the person who, or the legal entity which, first fixes the sounds of a performance or other sounds,

(c) "duplicate" means an article which contains sounds taken directly or indirectly from a phonogram and which embodies all or a substantial part of the sounds fixed in that phonogram;

(d) "distribution to the public" means any act by which duplicates of a phonogram are offered, directly or indirectly, to the general public or any section thereof

Article 2

Each Contracting State shall protect producers of phonograms who are nationals of other Contracting States against the making of duplicates without the consent of the producer and against the importation of such duplicates, provided that any such making or importation is for the purpose of distribution to the public, and against the distribution of such duplicates to the public.

Article 3

The means by which this Convention is implemented shall be a matter for the domestic law of each Contracting State and shall include one or more of the following· protection by means of the grant of a copyright or other specific right, protection by means of the law relating to unfair competition, protection by means of penal sanctions

Article 4

The duration of the protection given shall be a matter for the domestic law of each Contracting State However, if the domestic law prescribes a specific duration for the protection, that duration shall not be less than twenty years from the end either of the year in which the sounds embodied in the phonogram were first fixed or of the year in which the phonogram was first published.

Article 5

If, as a condition of protecting the producers of phonograms, a Contracting State, under its domestic law, requires compliance with formalities, these shall be considered as fulfilled if all the authorized duplicates of the phonogram

distributed to the public or their containers bear a notice consisting of the symbol Ⓟ, accompanied by the year date of the first publication, placed in such manner as to give reasonable notice of claim of protection; and, if the duplicates or their containers do not identify the producer, his successor in title or the exclusive licensee (by carrying his name, trademark or other appropriate designation), the notice shall also include the name of the producer, his successor in title or the exclusive licensee.

Article 6

Any Contracting State which affords protection by means of copyright or other specific right, or protection by means of penal sanctions, may in its domestic law provide, with regard to the protection of producers of phonograms, the same kinds of limitations as are permitted with respect to the protection of authors of literary and artistic works. However, no compulsory licenses may be permitted unless all of the following conditions are met:

(a) the duplication is for use solely for the purpose of teaching or scientific research;

(b) the license shall be valid for duplication only within the territory of the Contracting State whose competent authority has granted the license and shall not extend to the export of duplicates;

(c) the duplication made under the license gives rise to an equitable remuneration fixed by the said authority taking into account, inter alia, the number of duplicates which will be made.

Article 7

(1) This Convention shall in no way be interpreted to limit or prejudice the protection otherwise secured to authors, to performers, to producers of phonograms or to broadcasting organizations under any domestic law or international agreement.

(2) It shall be a matter for the domestic law of each Contracting State to determine the extent, if any, to which performers whose performances are fixed in a phonogram are entitled to enjoy protection and the conditions for enjoying any such protection.

(3) No Contracting State shall be required to apply the provisions of this Convention to any phonogram fixed before this Convention entered into force with respect to that State.

(4) Any Contracting State which, on October 29, 1971, affords protection to producers of phonograms solely on the basis of the place of first fixation may, by a notification deposited with the Director General of the World Intellectual Property Organization, declare that it will apply this criterion instead of the criterion of the nationality of the producer.

Article 8

(1) The International Bureau of the World Intellectual Property Organization shall assemble and publish information concerning the protection of phonograms. Each Contracting State shall promptly communicate to the International Bureau all new laws and official texts on this subject.

(2) The International Bureau shall, on request, furnish information to any Contracting State on matters concerning this Convention, and shall conduct studies and provide services designed to facilitate the protection provided for therein.

(3) The International Bureau shall exercise the functions enumerated in paragraphs (1) and (2) above in cooperation, for matters within their respective competence, with the United Nations Educational, Scientific and Cultural Organization and the International Labour Organization.

Article 9

(1) This Convention shall be deposited with the Secretary-General of the United Nations. It shall be open until April 30, 1972, for signature by any State that is a member of the United Nations, any of the Specialized Agencies brought into relationship with the United Nations, or the International Atomic Energy Agency, or is a party to the Statute of the International Court of Justice.[1]

[1] TS 993, 59 Stat. 1055.

(2) This Convention shall be subject to ratification or acceptance by the signatory States. It shall be open for accession by any State referred to in paragraph (1) of this Article.

(3) Instruments of ratification, acceptance or accession shall be deposited with the Secretary-General of the United Nations.

(4) It is understood that, at the time a State becomes bound by this Convention, it will be in a position in accordance with its domestic law to give effect to the provisions of the Convention.

Article 10

No reservations to this Convention are permitted.

Article 11

(1) This Convention shall enter into force three months after deposit of the fifth instrument of ratification, acceptance or accession.

(2) For each State ratifying, accepting or acceding to this Convention after the deposit of the fifth instrument of ratification, acceptance or accession, the Convention shall enter into force three months after the date on which the Director General of the World Intellectual Property Organization informs the States, in accordance with Article 13, paragraph (4), of the deposit of its instrument.

(3) Any State may, at the time of ratification, acceptance or accession or at any later date, declare by notification addressed to the Secretary-General of the United Nations that this Convention shall apply to all or any one of the territories for whose international affairs it is responsible. This notification will take effect three months after the date on which it is received.

(4) However, the preceding paragraph may in no way be understood as implying the recognition or tacit acceptance by a Contracting State of the factual situation concerning a territory to which this Convention is made applicable by another Contracting State by virtue of the said paragraph.

Article 12

(1) Any Contracting State may denounce this Convention, on its own behalf or on behalf of any of the territories referred to in Article 11, paragraph (3), by written notification addressed to the Secretary-General of the United Nations.

43-377 O - 75 - 22

(2) Denunciation shall take effect twelve months after the date on which the Secretary-General of the United Nations has received the notification.

Article 13

(1) This Convention shall be signed in a single copy in English, French, Russian and Spanish, the four texts being equally authentic.

(2) Official texts shall be established by the Director General of the World Intellectual Property Organization, after consultation with the interested Governments, in the Arabic, Dutch, German, Italian and Portuguese languages.

(3) The Secretary-General of the United Nations shall notify the Director General of the World Intellectual Property Organization, the Director-General of the United Nations Educational, Scientific and Cultural Organization and the Director-General of the International Labour Office of

(a) signatures to this Convention,

(b) the deposit of instruments of ratification, acceptance or accession,

(c) the date of entry into force of this Convention,

(d) any declaration notified pursuant to Article 11, paragraph (3),

(e) the receipt of notifications of denunciation.

(4) The Director General of the World Intellectual Property Organization shall inform the States referred to in Article 9, paragraph (1), of the notifications received pursuant to the preceding paragraph and of any declarations made under Article 7, paragraph (4). He shall also notify the Director-General of the United Nations Educational, Scientific and Cultural Organization and the Director-General of the International Labour Office of such declarations

(5) The Secretary-General of the United Nations shall transmit two certified copies of this Convention to the States referred to in Article 9, paragraph (1).

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

DONE at Geneva, this twenty-ninth day of October, 1971.

CONVENIO
PARA LA PROTECCION
DE LOS PRODUCTORES
DE FONOGRAMAS
CONTRA
LA REPRODUCCION
NO AUTORIZADA
DE SUS
FONOGRAMAS

Los Estados contratantes,

Preocupados por la extensión e incremento de la reproducción no autorizada de fonogramas y por el perjuicio resultante para los intereses de los autores, de los artistas intérpretes o ejecutantes y de los productores de fonogramas;

Convencidos de que la protección de los productores de fonogramas contra los actos referidos beneficiará también a los artistas intérpretes o ejecutantes y a los autores cuyas interpretaciones y obras están grabadas en dichos fonogramas;

Reconociendo la importancia de los trabajos efectuados en esta materia por la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura y la Organización Mundial de la Propiedad Intelectual;

Deseosos de no menoscabar en modo alguno los convenios internacionales en vigor y, en particular, de no poner trabas a una aceptación más amplia de la Convención de Roma del 26 de octubre de 1961, que otorga una protección a los artistas intérpretes o ejecutantes y a los organismos de radiodifusión, así como a los productores de fonogramas;

han convenido lo siguiente:

Artículo 1

Para los fines del presente Convenio, se entenderá por:

a) "fonograma", toda fijación exclusivamente sonora de los sonidos de una ejecución o de otros sonidos,

b) "productor de fonogramas", la persona natural o jurídica que fija por primera vez los sonidos de una ejecución u otros sonidos;

c) "copia", el soporte que contiene sonidos tomados directa o indirectamente de un fonograma y que incorpora la totalidad o una parte substancial de los sonidos fijados en dicho fonograma;

d) "distribución al público", cualquier acto cuyo propósito sea ofrecer, directa o indirectamente, copias de un fonograma al público en general o a una parte del mismo.

Artículo 2

Todo Estado contratante se compromete a proteger a los productores de fonogramas que sean nacionales de los otros Estados contratantes contra la producción de copias sin el consentimiento del productor, así como contra la importación de tales copias, cuando la producción o la importación se hagan con miras a una distribución al público, e igualmente contra la distribución de esas copias al público.

Artículo 3

Los medios para la aplicación del presente Convenio serán de la incumbencia de la legislación nacional de cada Estado contratante, debiendo comprender uno o más de los siguientes: protección mediante la concesión de un derecho de autor o de otro derecho específico; protección mediante la legislación relativa a la competencia desleal; protección mediante sanciones penales.

Artículo 4

La duración de la protección será determinada por la legislación nacional. No obstante, si la legislación nacional prevé una duración determinada de la protección, dicha duración no deberá ser inferior a veinte años, contados desde el final del año, ya sea en el cual se fijaron por primera vez los sonidos incorporados al fonograma, o bien del año en que se publicó el fonograma por primera vez.

Artículo 5

Cuando, en virtud de su legislación nacional, un Estado contratante exija el cumplimiento de formalidades como condición para la protección de los productores de fonogramas, se considerarán satisfechas esas exigencias si todas las copias autorizadas del fonograma puesto a disposición del público o los estuches que las contengan llevan una mención constituida por el símbolo Ⓟ , acompañada de la

indicación del año de la primera publicación, colocada de manera que muestre claramente que se ha reservado la protección; si las copias o sus estuches no permiten identificar al productor, a su derechohabiente o al titular de la licencia exclusiva (mediante el nombre, la marca o cualquier otra designación adecuada), la mención deberá comprender igualmente el nombre del productor, de su derechohabiente o del titular de la licencia exclusiva.

Artículo 6

Todo Estado contratante que otorgue la protección mediante el derecho de autor o de otro derecho específico, o en virtud de sanciones penales, podrá prever en su legislación nacional limitaciones con respecto a la protección de productores de fonogramas, de la misma naturaleza que aquellas previstas para la protección de los autores de obras literarias y artísticas. Sin embargo, sólo se podrán prever licencias obligatorias si se cumplen todas las condiciones siguientes.

a) que la reproducción esté destinada al uso exclusivo de la enseñanza o de la investigación científica.

b) que la licencia tenga validez para la reproducción sólo en el territorio del Estado contratante cuya autoridad competente ha otorgado la licencia y no pueda extenderse a la exportación de los ejemplares copiados,

c) la reproducción efectuada en virtud de la licencia debe dar derecho a una remuneración adecuada que será fijada por la referida autoridad , que tendrá en cuenta, entre otros elementos, el número de copias realizadas.

Artículo 7

1) No se podrá interpretar en ningún caso el presente Convenio de modo que limite o menoscabe la protección concedida a los autores, a los artistas intérpretes o ejecutantes, a los productores de fonogramas o a los organismos de radiodifusión en virtud de las leyes nacionales o de los convenios internacionales.

2) La legislación nacional de cada Estado contratante determinará, en caso necesario, el alcance de la protección otorgada a los artistas intérpretes o ejecutantes cuya ejecución haya sido fijada en un fonograma, así como las condiciones en las cuales gozarán de tal protección.

3) No se exigirá de ningún Estado contratante que aplique las disposiciones del presente Convenio en lo que respecta a los fonogramas fijados antes de que éste haya entrado en vigor con respecto de ese Estado.

4) Todo Estado cuya legislación vigente el 29 de octubre de 1971 conceda a los productores de fonogramas una protección basada en función del lugar de la primera fijación podrá declarar, mediante notificación depositada en poder del Director General de la Organización Mundial de la Propiedad Intelectual, que sólo aplicará ese criterio en lugar del criterio de la nacionalidad del productor.

Artículo 8

1) La Oficina Internacional de la Organización Mundial de la Propiedad Intelectual reunirá y publicará información sobre la protección de los fonogramas. Cada uno de los Estados contratantes comunicará prontamente a la Oficina Internacional toda nueva legislación y textos oficiales sobre la materia.

2) La Oficina Internacional facilitará la información que le soliciten los Estados contratantes sobre cuestiones relativas al presente Convenio, y realizará estudios y proporcionará servicios destinados a facilitar la protección estipulada en el mismo.

3) La Oficina Internacional de la Organización Mundial de la Propiedad Intelectual ejercerá las funciones enumeradas en los párrafos 1) y 2) precedentes, en cooperación, en los asuntos relativos a sus respectivas competencias, con la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura y la Organización Internacional del Trabajo.

Artículo 9

1) El presente Convenio será depositado en poder del Secretario General de las Naciones Unidas. Quedará abierto hasta el 30 de abril de 1972 a la firma de todo Estado que sea miembro de las Naciones Unidas, de alguno de los organismos especializados vinculados a las Naciones Unidas, del Organismo Internacional de Energía Atómica o parte en el Estatuto de la Corte Internacional de Justicia.

2) El presente Convenio estará sujeto a la ratificación o la aceptación de los Estados signatarios. Estará abierto a la adhesión de los Estados a que se refiere el párrafo 1) del presente Artículo.

3) Los instrumentos de ratificación, de aceptación o de adhesión se depositarán en poder del Secretario General de las Naciones Unidas.

4) Se entiende que, en el momento en que un Estado se obliga por este Convenio, se halla en condiciones, conforme a su legislación interna, de aplicar las disposiciones del mismo.

Artículo 10

No se admitirá reserva alguna al presente Convenio.

Artículo 11

1) El presente Convenio entrará en vigor tres meses después del depósito del quinto instrumento de ratificación, aceptación o adhesión.

2) En lo que respecta a cada Estado que ratifique o acepte el presente Convenio o que se adhiera a él después del depósito del quinto instrumento de ratificación, aceptación o adhesión, el presente Convenio entrará en vigor tres meses después de la fecha en que el Director General de la Organización Mundial de la Propiedad Intelectual haya informado a los Estados, de acuerdo al Artículo 13.4), del depósito de su instrumento.

3) Todo Estado podrá declarar en el momento de la ratificación, de la aceptación o de la adhesión, o en cualquier otro momento ulterior, mediante notificación dirigida al Secretario General de las Naciones Unidas, que el presente Convenio se extenderá al conjunto o a algunos de los territorios de cuyas relaciones internacionales se encarga. Esa notificación surtirá efectos tres meses después de la fecha de su recepción.

4) Sin embargo, el párrafo precedente no deberá en modo alguno interpretarse como tácito reconocimiento o aceptación por parte de alguno de los Estados contratantes, de la situación de hecho de todo territorio en el que el presente Convenio haya sido hecho aplicable por otro Estado contratante en virtud de dicho párrafo.

Artículo 12

1) Todo Estado contratante tendrá la facultad de denunciar el presente Convenio, sea en su propio nombre, sea en nombre de uno cualquiera o del conjunto de los territorios señalados en el Artículo 11, párrafo 3) mediante notificación escrita dirigida al Secretario General de las Naciones Unidas.

2) La denuncia surtirá efecto doce meses después de la fecha en que el Secretario General de las Naciones Unidas haya recibido la notificación.

Artículo 13

1) Se firma el presente Convenio en un solo ejemplar, en español, francés, inglés y ruso, haciendo igualmente fe cada texto.

2) El Director General de la Organización Mundial de la Propiedad Intelectual, establecerá textos oficiales, después de consultar a los gobiernos interesados, en los idiomas alemán, árabe, holandés, italiano y portugués.

3) El Secretario General de las Naciones Unidas notificará al Director General de la Organización Mundial de la Propiedad Intelectual, al Director General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura y al Director General de la Oficina Internacional del Trabajo:

a) las firmas del presente Convenio;

b) el depósito de los instrumentos de ratificación, de aceptación o de adhesión;

c) la fecha de entrada en vigor del presente Convenio;

d) toda declaración notificada en virtud del Artículo 11, párrafo 3),

e) la recepción de las notificaciones de denuncia.

4) El Director General de la Organización Mundial de la Propiedad Intelectual informará a los Estados designados en el Artículo 9, párrafo 1) de las notificaciones que haya recibido en conformidad al párrafo anterior, como asimismo de cualquier declaración hecha en virtud del Artículo 7, párrafo 4) de este Convenio. Informará igualmente al Director General de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura

y al Director General de la Oficina Internacional del Trabajo de dichas declaraciones.

5) El Secretario General de las Naciones Unidas transmitirá dos ejemplares certificados del presente Convenio a todos los Estados a que se refiere el Artículo 9, párrafo 1).

EN FE DE LO CUAL los infrascritos, debidamente autorizados al efecto, firman el presente Convenio.

HECHO en Ginebra el día veintinueve de octubre de 1971

КОНВЕНЦИЯ

ОБ ОХРАНЕ ИНТЕРЕСОВ

ПРОИЗВОДИТЕЛЕЙ ФОНОГРАММ

ОТ НЕЗАКОННОГО

ВОСПРОИЗВОДСТВА

ИХ ФОНОГРАММ

Государства-участники,

озабоченные все возрастающим распространением незаконного воспроизводства фонограмм и наносимым в результате этого ущербом интересам авторов, артистов-исполнителей и производителей фонограмм;

убежденные в том, что охрана интересов производителей фонограмм от подобных актов будет отвечать также интересам артистов-исполнителей и авторов, исполнение и произведения которых записаны на указанные фонограммы;

признавая высокую ценность работы, проделанной в этой области Организацией Объединенных Наций по вопросам образования, науки и культуры и Всемирной организацией интеллектуальной собственности;

стремясь не наносить никакого ущерба действующим международным конвенциям и, в частности, не препятствовать каким бы то ни было образом более широкому принятию Римской конвенции от 26 октября 1961 г., обеспечивающей охрану интересов артистов-исполнителей и органов радиовещания, равно как и производителей фонограмм;

согласились о нижеследующем:

Статья 1

Для целей настоящей Конвенции следует понимать:

a) под "фонограммой" любую исключительно звуковую запись звуков;

b) под "производителем фонограмм" физическое или юридическое лицо, которое первым сделало запись звуков на фонограмме;

c) под "копией" носитель, который содержит звуки, записанные непосредственно или косвенно с фонограммы, и который включает все или значительную часть звуков, записанных на этой фонограмме;

d) под "распространением среди публики" любой акт, посредством которого копии непосредственно или косвенно предлагаются публике вообще или любой ее части.

Статья 2

Каждое государство-участник обязуется охранять интересы производителей фонограмм, являющихся гражданами других государств-участников, от производства копий фонограмм без согласия производителя и от ввоза таких копий всякий раз, когда упомянутые производство или ввоз осуществляются с целью их распространения среди публики, а также от распространения этих копий среди публики.

Статья 3

За национальным законодательством каждого государства-участника сохраняется право определения юридических мер, посредством которых настоящая Конвенция будет применяться и которые будут включать одну или более мер из числа следующих: охрана посредством предоставления авторского права или другого особого права; охрана посредством законодательства, относящегося к нечестной конкуренции; охрана посредством уголовных санкций.

43-377 O - 75 - 23

Статья 4

За национальным законодательством каждого государства-участника сохраняется право определения срока действия предоставляемой охраны. Однако, если национальное законодательство предусматривает определенный срок охраны, то этот срок не должен быть менее двадцати лет, начиная либо с конца года, в котором первая запись фонограммы была сделана, либо с конца года, когда она была впервые опубликована.

Статья 5

В тех случаях, когда одно из государств-участников, в соответствии со своим национальным законодательством, требует выполнения формальностей в качестве условий, при которых обеспечивается охрана интересов производителей фонограмм, эти формальности считаются выполненными, если все разрешенные копии фонограмм, распространяемые среди публики, или их упаковка, имеют специальную надпись в виде символа Ⓟ с указанием года первого издания, проставленную так, чтобы было отчетливо видно, что данная фонограмма находится под охраной; если копии или их упаковка не устанавливают производителя фонограмм, его правопреемника или обладателя лицензии путем упоминания его фамилии, марки или другого соответствующего обозначения, то надпись должна также включать фамилию производителя, его правопреемника или обладателя исключительной лицензии.

Статья 6

Каждое государство-участник, которое обеспечивает охрану путем предоставления авторского права или другого особого права или путем применения уголовных санкций, может предусмотреть в своем национальном законодательстве ограничения, касающиеся охраны интересов производителей фонограмм, того же характера, что и те, которые допускаются в отношении охраны интересов авторов литературных и художественных произведений. Однако обязательные лицензии могут быть предусмотрены только в том случае, если удовлетворены все следующие условия:

a) воспроизведение предназначается для использования исключительно в целях обучения или научных исследований;

b) лицензия действительна только для воспроизведения на территории государства-участника, чьи компетентные органы предоставили лицензию, и не будет распространена на экспорт копий;

c) воспроизведение, осуществленное в силу лицензии, влечет за собой право на справедливое вознаграждение, определяемое упомянутыми органами с учетом, наряду с прочим, числа копий, которые будут произведены.

Статья 7

1) Настоящая Конвенция ни в коем случае не может быть истолкована как ограничивающая или наносящая ущерб охране интересов авторов, артистов-исполнителей, производителей фонограмм или органов радиовещания, которая предоставляется национальным законодательством или международными конвенциями.

2) Национальное законодательство каждого государства-участника определяет, в случае необходимости, сферу действия охраны интересов артистов-исполнителей, выступления которых записаны на фонограмму, а также условия, при которых они могут пользоваться такой охраной.

3) Ни одно государство-участник не обязано выполнять положения настоящей Конвенции в отношении фонограмм, записанных до вступления в силу настоящей Конвенции на территории данного государства.

4) Каждое государство-участник, национальное законодательство которого на 29 октября 1971 г. предоставляет производителям фонограмм охрану их интересов только на основе места первой записи, может путем уведомления, депонированного у Генерального директора Всемирной организации интеллектуальной собственности, заявить, что оно будет применять этот критерий вместо критерия гражданства производителя.

Статья 8

1) Международное бюро Всемирной организации интеллектуальной собственности собирает и публикует информацию, касающуюся охраны фонограмм. Каждое государство-участник безотлагательно сообщает Международному бюро все новые законы и официальные тексты по этому вопросу.

2) Международное бюро предоставляет любому государству-участнику, по его просьбе, информацию по вопросам, касающимся настоящей Конвенции, а также проводит исследования и обеспечивает обслуживание в целях облегчения осуществления охраны, предусмотренной настоящей Конвенцией.

3) Международное бюро выполняет функции, изложенные в предыдущих пунктах 1 и 2 в сотрудничестве с Организацией Объединенных Наций по вопросам образования, науки и культуры и Международной организацией труда в отношении вопросов, касающихся их соответствующей компетенции.

Статья 9

1) Настоящая Конвенция депонируется у Генерального Секретаря Организации Объединенных Наций. Она остается открытой для подписания до 30 апреля 1972 г. любым государством, являющимся членом Организации Объединенных Наций, одного из специализированных учреждений, связанных с Организацией Объединенных Наций, или Международного агентства по атомной энергии или стороной Статута Международного Суда.

2) Настоящая Конвенция подлежит ратификации или принятию подписавшими ее странами. Она открыта для присоединения к ней любого государства, упомянутого в пункте 1 настоящей статьи.

3) Акты ратификации, принятия или присоединения депонируются у Генерального Секретаря Организации Объединенных Наций.

4) Имеется в виду, что в тот момент, когда государство становится связанным настоящей Конвенцией, оно должно быть в состоянии, в соответствии со своим национальным законодательством, претворять в жизнь положения настоящей Конвенции.

Статья 10

Никакие оговорки в отношении настоящей Конвенции не допускаются.

Статья 11

1) Настоящая Конвенция вступает в силу спустя три месяца после депонирования пятого акта ратификации, принятия или присоединения.

2) Для каждого государства, ратифицирующего или принимающего настоящую Конвенцию либо присоединяющегося к ней после депонирования пятого акта о ратификации, принятия или присоединения, настоящая Конвенция вступает в силу через три месяца после даты, в которую Генеральный директор Всемирной организации интеллектуальной собственности извещает государства, в соответствии с пунктом 4 статьи 13, о депонировании этим государством соответствующего акта.

3) Каждое государство может в момент ратификации, принятия или присоединения или в любое время позднее заявить, направив уведомление Генеральному Секретарю Организации Объединенных Наций, что настоящая Конвенция применима ко всем или к какой-либо одной из территорий, международные отношения которых оно обеспечивает. Это уведомление вступает в силу спустя три месяца после даты его получения.

4) Однако предыдущий пункт не может быть ни в коем случае истолкован как означающий молчаливое признание или принятие каким-либо государством-участником фактического положения на любой территории, на которую настоящая Конвенция распространяется другим государством-участником в силу указанного пункта.

Статья 12

1) Каждое государство-участник имеет право денонсировать настоящую Конвенцию либо от своего имени, либо от имени какой-либо или всех территорий, упомянутых в пункте 3 статьи 11, направив письменное уведомление Генеральному Секретарю Организации Объединенных Наций.

2) Денонсация вступает в силу спустя двенадцать месяцев после даты получения Генеральным Секретарем Организации Объединенных Наций упоминаемого в предыдущем пункте уведомления.

Статья 13

1) Настоящая Конвенция подписывается в одном экземпляре на английском, испанском, русском и французском языках, причем все эти четыре текста имеют равную силу.

2) Официальные переводы будут обеспечены Генеральным директором Всемирной организации интеллектуальной собственности после консультации с заинтересованными правительствами на арабском, голландском, итальянском, немецком и португальских языках.

3) Генеральный Секретарь Организации Объединенных Наций уведомляет Генерального директора Всемирной организации интеллектуальной собственности, Генерального директора Организации Объединенных Наций по вопросам образования, науки и культуры и Генерального директора Международного бюро труда о:

a) государствах, подписавших настоящую Конвенцию;

b) депонировании актов ратификации, принятия или присоединения;

c) дате вступления в силу настоящей Конвенции;

d) любом заявлении, о котором было послано уведомление согласно пункту 3 статьи 11.

e) получении уведомлений о денонсации.

4) Генеральный директор Всемирной организации интеллектуальной собственности сообщает государствам, упомянутым в пункте 1 статьи 9, о всех уведомлениях, полученных в силу применения предыдущего пункта, а также о заявлениях, сделанных в силу пункта 4 статьи 7 настоящей Конвенции. Он также уведомляет об упомянутых заявлениях Генерального директора Организации Объединенных Наций по вопросам образования, науки и культуры и Генерального директора Международного бюро труда.

5) Генеральный Секретарь Организации Объединенных Наций направляет в двух соответствующим образом заверенных экземплярах настоящую Конвенцию всем государствам, упомянутым в пункте 1 статьи 9.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, должным образом уполномоченные, подписали настоящую Конвенцию.

СОВЕРШЕНО в Женеве двадцать девятого октября 1971 года.

Pour le ROYAUME d'AFGHANISTAN
For the KINGDOM of AFGHANISTAN
Por el REINO del AFGANISTÁN
За КОРОЛЕВСТВО АФГАНИСТАН

Pour la RÉPUBLIQUE SUD-AFRICAINE
For the REPUBLIC of SOUTH AFRICA
Por la REPÚBLICA de SUDÁFRICA
За ЮЖНО-АФРИКАНСКУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE POPULAIRE d'ALBANIE
For the PEOPLE'S REPUBLIC of ALBANIA
Por la REPÚBLICA POPULAR de ALBANIA
За НАРОДНУЮ РЕСПУБЛИКУ АЛБАНИЯ

Pour la RÉPUBLIQUE ALGÉRIENNE DÉMOCRATIQUE
et POPULAIRE
For the DEMOCRATIC and POPULAR REPUBLIC
of ALGERIA
Por la REPÚBLICA ARGELINA DEMOCRÁTICA
y POPULAR
За АЛЖИРСКУЮ НАРОДНУЮ ДЕМОКРАТИЧЕСКУЮ
РЕСПУБЛИКУ

Pour la RÉPUBLIQUE FÉDÉRALE d'ALLEMAGNE
For the FEDERAL REPUBLIC of GERMANY
Por la REPÚBLICA FEDERAL de ALEMANIA
За ФЕДЕРАТИВНУЮ РЕСПУБЛИКУ ГЕРМАНИИ

Otto Baron von STEMPEL

Elisabeth STEUP

Pour le ROYAUME de l'ARABIE SAOUDITE
For the KINGDOM of SAUDI ARABIA
Por el REINO de la ARABIA SAUDITA
За КОРОЛЕВСТВО САУДОВСКАЯ АРАВИЯ

Pour la RÉPUBLIQUE ARGENTINE
For the ARGENTINE REPUBLIC
Por la REPÚBLICA de ARGENTINA
За АРГЕНТИНСКУЮ РЕСПУБЛИКУ

Pour le COMMONWEALTH d'AUSTRALIE
For the COMMONWEALTH of AUSTRALIA
Por el COMMONWEALTH de AUSTRALIA
За АВСТРАЛИЙСКИЙ СОЮЗ

Pour la RÉPUBLIQUE d'AUTRICHE
For the REPUBLIC of AUSTRIA
Por la REPÚBLICA de AUSTRIA
За АВСТРИЙСКУЮ РЕСПУБЛИКУ

W. WOLTE
28 April 1972

Pour le BAHREIN
For BAHRAIN
Por el BAHREIN
За БАХРЕЙН

Pour la BARBADE
For BARBADOS
Por BARBADOS
За БАРБАДОС

Pour le ROYAUME de BELGIQUE
For the KINGDOM of BELGIUM
Por el REINO de BÉLGICA
За КОРОЛЕВСТВО БЕЛЬГИЯ

Pour le BHOUTAN
For BHUTAN
Por el BHUTAN
За БУТАН

Pour l'UNION BIRMANE
For the UNION of BURMA
Por la UNIÓN BIRMANA
За БИРМАНСКИЙ СОЮЗ

Pour la RÉPUBLIQUE de BOLIVIE
For the REPUBLIC of BOLIVIA
Por la REPÚBLICA de BOLIVIA
За РЕСПУБЛИКУ БОЛИВИЯ

Pour la RÉPUBLIQUE du BOTSWANA
For the REPUBLIC of BOTSWANA
Por la REPÚBLICA de BOTSWANA
За РЕСПУБЛИКУ БОТСВАНА

Pour la RÉPUBLIQUE FÉDÉRATIVE du BRESIL
For the FEDERATIVE REPUBLIC of BRAZIL
Por la REPÚBLICA FEDERATIVA del BRASIL
За ФЕДЕРАТИВНУЮ РЕСПУБЛИКУ БРАЗИЛИЯ

Paulo NOGUEIRA BATISTA

Pour la RÉPUBLIQUE POPULAIRE de BULGARIE
For the PEOPLE'S REPUBLIC of BULGARIA
Por la REPÚBLICA POPULAR de BULGARIA
За НАРОДНУЮ РЕСПУБЛИКУ БОЛГАРИЯ

Pour la RÉPUBLIQUE du BURUNDI
For the REPUBLIC of BURUNDI
Por la REPÚBLICA de BURUNDI
За БУРУНДИЙСКУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE FÉDÉRALE du CAMEROUN
For the FEDERAL REPUBLIC of CAMEROON
Por la REPÚBLICA FEDERAL del CAMERÚN
За ФЕДЕРАТИВНУЮ РЕСПУБЛИКУ КАМЕРУН

Pour le CANADA
For CANADA
Por el CANADÁ
За КАНАДУ

F. SIMONS

Pour CEYLAN
For CEYLON
Por CEILÁN
За ЦЕЙЛОН

Pour la RÉPUBLIQUE du CHILI
For the REPUBLIC of CHILE
Por la REPÚBLICA de CHILE
За РЕСПУБЛИКУ ЧИЛИ

Pour la RÉPUBLIQUE de CHINE
For the REPUBLIC of CHINA
Por la REPÚBLICA de CHINA
За КИТАЙСКУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE de CHYPRE
For the REPUBLIC of CYPRUS
Por la REPÚBLICA de CHIPRE
За РЕСПУБЛИКУ КИПР

Pour la RÉPUBLIQUE de COLOMBIE
For the REPUBLIC of COLOMBIA
Por la REPÚBLICA de COLOMBIA
За РЕСПУБЛИКУ КОЛУМБИЯ

Diego GARCES GIRALDO
Embajador

Pour la RÉPUBLIQUE DÉMOCRATIQUE du CONGO
For the DEMOCRATIC REPUBLIC of the CONGO
Por la REPÚBLICA DEMOCRÁTICA del CONGO
За ДЕМОКРАТИЧЕСКУЮ РЕСПУБЛИКУ КОНГО

Pour la RÉPUBLIQUE du COSTA RICA
For the REPUBLIC of COSTA RICA
Por la REPÚBLICA de COSTA RICA
За РЕСПУБЛИКУ КОСТА-РИКА

Pour la RÉPUBLIQUE de CÔTE d'IVOIRE
For the REPUBLIC of the IVORY COAST
Por la REPÚBLICA de la COSTA de MARFIL
За РЕСПУБЛИКУ БЕРЕГ СЛОНОВОЙ КОСТИ

Pour la RÉPUBLIQUE de CUBA
For the REPUBLIC of CUBA
Por la REPÚBLICA de CUBA
За РЕСПУБЛИКУ КУБА

Pour la RÉPUBLIQUE du DAHOMEY
For the REPUBLIC of DAHOMEY
Por la REPÚBLICA del DAHOMEY
За РЕСПУБЛИКУ ДАГОМЕЯ

Pour le ROYAUME du DANEMARK
For the KINGDOM of DENMARK
Por el REINO de DINAMARCA
За КОРОЛЕВСТВО ДАНИЯ

J. NØRUP-NIELSEN

Pour la RÉPUBLIQUE ARABE d'EGYPTE
For the ARAB REPUBLIC of EGYPT
Por la REPÚBLICA ÁRABE de EGIPTO
За АРАБСКУЮ РЕСПУБЛИКУ ЕГИПЕТ

Pour la RÉPUBLIQUE d'EL SALVADOR
For the REPUBLIC of EL SALVADOR
Por la REPÚBLICA de EL SALVADOR
За РЕСПУБЛИКУ САЛЬВАДОР

Pour la RÉPUBLIQUE de l'EQUATEUR
For the REPUBLIC of ECUADOR
Por la REPÚBLICA del ECUADOR
За РЕСПУБЛИКУ ЭКВАДОР

Teodoro BUSTAMANTE

Pour l'ÉTAT ESPAGNOL
For the SPANISH STATE
Por el ESTADO ESPAÑOL
За ИСПАНСКОЕ ГОСУДАРСТВО

Francisco UTRAY

Pour les ÉTATS-UNIS d'AMÉRIQUE
For the UNITED STATES of AMERICA
Por los ESTADOS UNIDOS de AMÉRICA
За СОЕДИНЕННЫЕ ШТАТЫ АМЕРИКИ

Bruce C. LADD, Jr.

George D CARY

Pour l'EMPIRE d'ÉTHIOPIE
For the EMPIRE of ETHIOPIA
Por el IMPERIO de ETIOPÍA
За ИМПЕРИЮ ЭФИОПИЯ

Pour les FIDJI
For FIJI
Por VITI
За ФИДЖИ

Pour la RÉPUBLIQUE de FINLANDE
For the REPUBLIC of FINLAND
Por la REPÚBLICA de FINLANDIA
За РЕСПУБЛИКУ ФИНЛЯНДИЯ

Jaakko ILONIEMI

21 April 1972

Pour la RÉPUBLIQUE FRANÇAISE
For the FRENCH REPUBLIC
Por la REPÚBLICA FRANCESA
За ФРАНЦУЗСКУЮ РЕСПУБЛИКУ

FERNAND-LAURENT

Pour la RÉPUBLIQUE GABONAISE
For the GABONESE REPUBLIC
Por la REPÚBLICA GABONESA
За ГАБОНСКУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE de GAMBIE
For the REPUBLIC of the GAMBIA
Por la REPÚBLICA de GAMBIA
За РЕСПУБЛИКУ ГАМБИЯ

Pour la RÉPUBLIQUE du GHANA
For the REPUBLIC OF GHANA
Por la REPÚBLICA de GHANA
За РЕСПУБЛИКУ ГАНА

Pour le ROYAUME de GRÈCE
For the KINGDOM of GREECE
Por el REINO de GRECIA
За КОРОЛЕВСТВО ЭЛЛИНОВ

Pour la RÉPUBLIQUE du GUATEMALA
For the REPUBLIC of GUATEMALA
Por la REPÚBLICA de GUATEMALA
За РЕСПУБЛИКУ ГВАТЕМАЛА

Pour la RÉPUBLIQUE de GUINÉE
For the REPUBLIC of GUINEA
Por la REPÚBLICA de GUINEA
За ГВИНЕЙСКУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE de la GUINÉE ÉQUATORIALE
For the REPUBLIC of EQUATORIAL GUINEA
Por la REPÚBLICA de GUINEA ECUATORIAL
За РЕСПУБЛИКУ ЭКВАТОРИАЛЬНОЙ ГВИНЕИ

Pour la RÉPUBLIQUE de GUYANE
For the REPUBLIC OF GUYANA
Por la REPÚBLICA de GUYANA
За РЕСПУБЛИКУ ГАЙАНА

Pour la RÉPUBLIQUE d'HAÏTI
For the REPUBLIC of HAITI
Por la REPÚBLICA de HAITÍ
За РЕСПУБЛИКУ ГАИТИ

Pour la RÉPUBLIQUE de HAUTE-VOLTA
For the REPUBLIC of the UPPER VOLTA
Por la REPÚBLICA de ALTO VOLTA
За РЕСПУБЛИКУ ВЕРХНЯЯ ВОЛЬТА

Pour la RÉPUBLIQUE du HONDURAS
For the REPUBLIC of HONDURAS
Por la REPÚBLICA de HONDURAS
За РЕСПУБЛИКУ ГОНДУРАС

Pour la RÉPUBLIQUE POPULAIRE HONGROISE
For the HUNGARIAN PEOPLE'S REPUBLIC
Por la REPÚBLICA POPULAR HÚNGARA
За ВЕНГЕРСКУЮ НАРОДНУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE de l'INDE
For the REPUBLIC of INDIA
Por la REPÚBLICA de la INDIA
За РЕСПУБЛИКУ ИНДИЯ

Kanti CHAUDHURI
(Kanti Chaudhuri)

Ad Referendum

Pour la RÉPUBLIQUE d'INDONÉSIE
For the REPUBLIC of INDONESIA
Por la REPÚBLICA de INDONESIA
За РЕСПУБЛИКУ ИНДОНЕЗИЯ

Pour la RÉPUBLIQUE d'IRAK
For the REPUBLIC of IRAQ
Por la REPÚBLICA del IRAK
За ИРАКСКУЮ РЕСПУБЛИКУ

Pour l'EMPIRE d'IRAN
For the EMPIRE of IRAN
Por el IMPERIO del IRÁN
За ИМПЕРИЮ ИРАН

M. A. HEDAYATI

Pour l'IRLANDE
For IRELAND
Por IRLANDA
За ИРЛАНДИЮ

Pour la RÉPUBLIQUE d'ISLANDE
For the REPUBLIC of ICELAND
Por la REPÚBLICA de ISLANDIA
За РЕСПУБЛИКУ ИСЛАНДИЯ

Pour l'ÉTAT d'ISRAËL
For the STATE of ISRAEL
Por el ESTADO de ISRAEL
За ГОСУДАРСТВО ИЗРАИЛЬ

I. Natan KOHN

TIAS 7808

43-377 O - 75 - 24

Pour la RÉPUBLIQUE ITALIENNE
For the ITALIAN REPUBLIC
Por la REPÚBLICA ITALIANA
За ИТАЛЬЯНСКУЮ РЕСПУБЛИКУ

Pio ARCHI

Pour la JAMAÏQUE
For JAMAICA
Por JAMAICA
За ЯМАЙКУ

Pour le JAPON
For JAPAN
Por el JAPÓN
За ЯПОНИЮ

Toru NAKAGAWA

April 21, 1972

Pour le ROYAUME HACHÉMITE de JORDANIE
For the HASHEMITE KINGDOM of JORDAN
Por el REINO HACHEMITA de JORDANIA
За ИОРДАНСКОЕ ХАШЕМИТСКОЕ КОРОЛЕВСТВО

Pour la RÉPUBLIQUE du KENYA
For the REPUBLIC of KENYA
Por la REPÚBLICA de KENIA
За РЕСПУБЛИКУ КЕНИЯ

Joseph ODERO-JOWI

April 4, 1972

Pour l'ÉTAT du KOWEÏT
For the STATE of KUWAIT
Por el ESTADO de KUWAIT
За ГОСУДАРСТВО КУВЕЙТ

Pour le ROYAUME du LAOS
For the KINGDOM of LAOS
Por el REINO de LAOS
За КОРОЛЕВСТВО ЛАОС

Pour le ROYAUME du LESOTHO
For the KINGDOM of LESOTHO
Por el REINO de LESOTHO
За КОРОЛЕВСТВО ЛЕСОТО

Pour la RÉPUBLIQUE LIBANAISE
For the LEBANESE REPUBLIC
Por la REPÚBLICA LIBANESA
За ЛИВАНСКУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE du LIBÉRIA
For the REPUBLIC of LIBERIA
Por la REPÚBLICA de LIBERIA
За РЕСПУБЛИКУ ЛИБЕРИЯ

Pour la RÉPUBLIQUE ARABE LIBYENNE
For the LIBYAN ARAB REPUBLIC
Por la REPÚBLICA ÁRABE LIBIA
За АРАБСКУЮ РЕСПУБЛИКУ ЛИВИЯ

Pour la PRINCIPAUTÉ de LIECHTENSTEIN
For the PRINCIPALITY of LIECHTENSTEIN
Por el PRINCIPADO de LIECHTENSTEIN
За КНЯЖЕСТВО ЛИХТЕНШТЕЙН

B. TURRETTINI
28 Avril 1972

TIAS 7808

Pour le GRAND-DUCHÉ de LUXEMBOURG
For the GRAND DUCHY of LUXEMBOURG
Por el GRAN DUCADO de LUXEMBURGO
За ВЕЛИКОЕ ГЕРЦОГСТВО ЛЮКСЕМБУРГ

Marcel FISCHBACH

Pour la RÉPUBLIQUE MALGACHE
For the MALAGASY REPUBLIC
Por la REPÚBLICA MALGACHE
За МАЛАГАСИЙСКУЮ РЕСПУБЛИКУ

Pour la REPÚBLIQUE du MALAWI
For the REPUBLIC of MALAWI
Por la REPÚBLICA de MALAWI
За РЕСПУБЛИКУ МАЛАВИ

Pour la MALAISIE
For MALAYSIA
Por MALASIA
За МАЛАЙЗИЮ

Pour la RÉPUBLIQUE des MALDIVES
For the REPUBLIC of MALDIVES
Por la REPÚBLICA de MALDIVAS
За МАЛЬДИВСКУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE du MALI
For the REPUBLIC of MALI
Por la REPÚBLICA de MALÍ
За РЕСПУБЛИКУ МАЛИ

Pour MALTE
For MALTA
Por MALTA
За МАЛЬТУ

Pour le ROYAUME du MAROC
For the KINGDOM of MOROCCO
Por el REINO de MARRUECOS
За КОРОЛЕВСТВО МАРОККО

Pour MAURICE
For MAURITIUS
Por MAURICIO
За МАВРИКИЙ

Pour la RÉPUBLIQUE ISLAMIQUE de MAURITANIE
For the ISLAMIC REPUBLIC of MAURITANIA
Por la REPÚBLICA ISLÁMICA de MAURITANIA
За ИСЛАМСКУЮ РЕСПУБЛИКУ МАВРИТАНИЯ

Pour les ÉTATS-UNIS du MEXIQUE
For the UNITED MEXICAN STATES
Por los ESTADOS UNIDOS MEXICANOS
За МЕКСИКАНСКИЕ СОЕДИНЕННЫЕ ШТАТЫ

LARREA RICHERAND

Pour la PRINCIPAUTÉ de MONACO
For the PRINCIPALITY of MONACO
Por el PRINCIPADO de MÓNACO
За КНЯЖЕСТВО МОНАКО

LINDENFELD

Pour la RÉPUBLIQUE POPULAIRE MONGOLE
For the MONGOLIAN PEOPLE'S REPUBLIC
Por la REPÚBLICA POPULAR MONGOLA
За МОНГОЛЬСКУЮ НАРОДНУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE de NAURU
For the REPUBLIC of NAURU
Por la REPÚBLICA de NAURU
За РЕСПУБЛИКУ НАУРУ

Pour le ROYAUME du NEPAL
For the KINGDOM of NEPAL
Por el REINO de NEPAL
За КОРОЛЕВСТВО НЕПАЛ

Pour la RÉPUBLIQUE du NICARAGUA
For the REPUBLIC of NICARAGUA
Por la REPÚBLICA de NICARAGUA
За РЕСПУБЛИКУ НИКАРАГУА

A. MULLHAUPT

Pour la RÉPUBLIQUE du NIGER
For the REPUBLIC of the NIGER
Por la REPÚBLICA del NÍGER
За РЕСПУБЛИКУ НИГЕР

Pour la RÉPUBLIQUE FÉDÉRALE du NIGÉRIA
For the FEDERAL REPUBLIC of NIGERIA
Por la REPÚBLICA FEDERAL de NIGERIA
За ФЕДЕРАТИВНУЮ РЕСПУБЛИКУ НИГЕРИЯ

Pour le ROYAUME de NORVÈGE
For the KINGDOM of NORWAY
Por el REINO de NORUEGA
За КОРОЛЕВСТВО НОРВЕГИЯ

Ole ÅLGÅRD
28. April 1972

Pour la NOUVELLE-ZÉLANDE
For NEW ZEALAND
Por NUEVA ZELANDIA
За НОВУЮ ЗЕЛАНДИЮ

Pour le SULTANAT d'OMAN
For the SULTANATE of OMAN
Por la SULTANÍA de OMÁN
За СУЛТАНАТ ОМАН

Pour la RÉPUBLIQUE de l'OUGANDA
For the REPUBLIC of UGANDA
Por la REPÚBLICA de UGANDA
За РЕСПУБЛИКУ УГАНДА

Pour le PAKISTAN
For PAKISTAN
Por PAKISTÁN
За ПАКИСТАН

Pour la RÉPUBLIQUE du PANAMA
For the REPUBLIC of PANAMA
Por la REPÚBLICA de PANAMÁ
За РЕСПУБЛИКУ ПАНАМА

A. E. BOYD
28 april 1972

Pour la RÉPUBLIQUE du PARAGUAY
For the REPUBLIC of PARAGUAY
Por la REPÚBLICA del PARAGUAY
За РЕСПУБЛИКУ ПАРАГВАЙ

Pour le ROYAUME des PAYS-BAS
For the KINGDOM of the NETHERLANDS
Por el REINO de los PAÍSES BAJOS
За КОРОЛЕВСТВО НИДЕРЛАНДЫ

Pour la RÉPUBLIQUE du PEROU
For the REPUBLIC of PERU
Por la REPÚBLICA del PERÚ
За ПЕРУАНСКУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE des PHILIPPINES
For the REPUBLIC of the PHILIPPINES
Por la REPÚBLICA de FILIPINAS
За ФИЛИППИНСКУЮ РЕСПУБЛИКУ

Anastacio B. BARTOLOMÉ
29 April 1972

Pour la RÉPUBLIQUE POPULAIRE de POLOGNE
For the POLISH PEOPLE'S REPUBLIC
Por la REPÚBLICA POPULAR POLACA
За ПОЛЬСКУЮ НАРОДНУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE PORTUGAISE
For the PORTUGUESE REPUBLIC
Por la REPÚBLICA PORTUGUESA
За ПОРТУГАЛЬСКУЮ РЕСПУБЛИКУ

Pour le QATAR
For QATAR
Por el QATAR
За КАТАР

Pour la RÉPUBLIQUE CENTRAFRICAINE
For the CENTRAL AFRICAN REPUBLIC
Por la REPÚBLICA CENTROAFRICANA
За ЦЕНТРАЛЬНОАФРИКАНСКУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE de CORÉE
For the REPUBLIC of KOREA
Por la REPÚBLICA de COREA
За КОРЕЙСКУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE DÉMOCRATIQUE POPULAIRE du YÉMEN
For the PEOPLE'S DEMOCRATIC REPUBLIC of YEMEN
Por la REPÚBLICA DEMOCRÁTICA POPULAR del YEMEN
За НАРОДНУЮ ДЕМОКРАТИЧЕСКУЮ РЕСПУБЛИКУ ЙЕМЕН

Pour la RÉPUBLIQUE DOMINICAINE
For the DOMINICAN REPUBLIC
Por la REPÚBLICA DOMINICANA
За ДОМИНИКАНСКУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE KHMERE
For the KHMER REPUBLIC
Por la REPÚBLICA KHMER
За КХМЕРСКУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE POPULAIRE de CHINE
For the PEOPLE'S REPUBLIC of CHINA
Por la REPÚBLICA POPULAR de CHINA
За КИТАЙСКУЮ НАРОДНУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE POPULAIRE du CONGO
For the PEOPLE'S REPUBLIC of the CONGO
Por la REPÚBLICA POPULAR del CONGO
За НАРОДНУЮ РЕСПУБЛИКУ КОНГО

Pour la RÉPUBLIQUE du VIET-NAM
For the REPUBLIC of VIET-NAM
Por la REPÚBLICA de VIET-NAM
За РЕСПУБЛИКУ ВЬЕТНАМ

Pour la RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE de BIÉLORUSSIE
For the BYELORUSSIAN SOVIET SOCIALIST REPUBLIC
Por la REPÚBLICA SOCIALISTA SOVIÉTICA de BIELORRUSIA
За БЕЛОРУССКУЮ СОВЕТСКУЮ СОЦИАЛИСТИЧЕСКУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE d'UKRAINE
For the UKRAINIAN SOVIET SOCIALIST REPUBLIC
Por la REPÚBLICA SOCIALISTA SOVIÉTICA de UCRANIA
За УКРАИНСКУЮ СОВЕТСКУЮ СОЦИАЛИСТИЧЕСКУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE-UNIE de TANZANIE
For the UNITED REPUBLIC of TANZANIA
Por la REPÚBLICA UNIDA de TANZANIA
За ОБЪЕДИНЕННУЮ РЕСПУБЛИКУ ТАНЗАНИЯ

Pour la RÉPUBLIQUE SOCIALISTE de ROUMANIE
For the SOCIALIST REPUBLIC of ROMANIA
Por la REPÚBLICA SOCIALISTA de RUMANIA
За СОЦИАЛИСТИЧЕСКУЮ РЕСПУБЛИКУ РУМЫНИЯ

Pour le ROYAUME-UNI de GRANDE-BRETAGNE
et d'IRLANDE du NORD
For the UNITED KINGDOM of GREAT BRITAIN
and NORTHERN IRELAND
Por el REINO UNIDO de GRAN BRETAÑA
e IRLANDA del NORTE
За СОЕДИНЕННОЕ КОРОЛЕВСТВО ВЕЛИКОБРИТАНИИ
И СЕВЕРНОЙ ИРЛАНДИИ

William WALLACE

Ivor J. G DAVIS

Pour la RÉPUBLIQUE RWANDAISE
For the RWANDESE REPUBLIC
Por la REPÚBLICA RWANDESA
За РУАНДИЙСКУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE de SAINT-MARIN
For the REPUBLIC of SAN MARINO
Por la REPÚBLICA de SAN MARINO
За РЕСПУБЛИКУ САН-МАРИНО

Pour le SAINT-SIEGE
For the HOLY SEE
Por la SANTA SEDE
За ВАТИКАН

Silvio LUONI

Thomas A. WHITE

Pour l'ÉTAT INDÉPENDANT du SAMOA-OCCIDENTAL
For the INDEPENDENT STATE of WESTERN SAMOA
Por el ESTADO INDEPENDIENTE de SAMOA OCCIDENTAL
За НЕЗАВИСИМОЕ ГОСУДАРСТВО ЗАПАДНОЕ САМОА

Pour la RÉPUBLIQUE du SÉNÉGAL
For the REPUBLIC of SENEGAL
Por la REPÚBLICA del SENEGAL
За РЕСПУБЛИКУ СЕНЕГАЛ

Pour la RÉPUBLIQUE de SIERRA LEONE
For the REPUBLIC of SIERRA LEONE
Por la REPÚBLICA de SIERRA LEONE
За РЕСПУБЛИКУ СЬЕРРА-ЛЕОНЕ

Pour la RÉPUBLIQUE de SINGAPOUR
For the REPUBLIC of SINGAPORE
Por la REPÚBLICA de SINGAPUR
За РЕСПУБЛИКУ СИНГАПУР

Pour la RÉPUBLIQUE DÉMOCRATIQUE de SOMALIE
For the SOMALI DEMOCRATIC REPUBLIC
Por la REPÚBLICA DEMOCRÁTICA SOMALÍ
За ДЕМОКРАТИЧЕСКУЮ РЕСПУБЛИКУ СОМАЛИ

Pour le ROYAUME du SOUAZILAND
For the KINGDOM of SWAZILAND
Por el REINO de SWAZILANDIA
За КОРОЛЕВСТВО СВАЗИЛЕНД

Pour la RÉPUBLIQUE DÉMOCRATIQUE du SOUDAN
For the DEMOCRATIC REPUBLIC of the SUDAN
Por la REPÚBLICA DEMOCRÁTICA del SUDÁN
За ДЕМОКРАТИЧЕСКУЮ РЕСПУБЛИКУ СУДАН

Pour le ROYAUME de SUEDE
For the KINGDOM of SWEDEN
Por el REINO de SUECIA
За КОРОЛЕВСТВО ШВЕЦИЯ

Hans DANELIUS

Pour la CONFÉDÉRATION SUISSE
For the SWISS CONFEDERATION
Por la CONFEDERACIÓN SUIZA
За ШВЕЙЦАРСКУЮ КОНФЕДЕРАЦИЮ

P. CAVIN

Pour la RÉPUBLIQUE ARABE SYRIENNE
For the SYRIAN ARAB REPUBLIC
Por la REPÚBLICA ÁRABE SIRIA
За АРАБСКУЮ РЕСПУБЛИКУ СИРИЯ

Pour la RÉPUBLIQUE du TCHAD
For the REPUBLIC of CHAD
Por la REPÚBLICA del CHAD
За РЕСПУБЛИКУ ЧАД

Pour la RÉPUBLIQUE SOCIALISTE TCHÉCOSLOVAQUE
For the CZECHOSLOVAK SOCIALIST REPUBLIC
Por la REPÚBLICA SOCIALISTA CHECOSLOVACA
За ЧЕХОСЛОВАЦКУЮ СОЦИАЛИСТИЧЕСКУЮ РЕСПУБЛИКУ

Pour le ROYAUME de THAÏLANDE
For the KINGDOM of THAILAND
Por el REINO de TAILANDIA
За КОРОЛЕВСТВО ТАИЛАНД

Pour la RÉPUBLIQUE TOGOLAISE
For the TOGOLESE REPUBLIC
Por la REPÚBLICA TOGOLESA
За ТОГОЛЕЗСКУЮ РЕСПУБЛИКУ

Pour TRINITÉ-ET-TOBAGO
For TRINIDAD AND TOBAGO
Por TRINIDAD Y TABAGO
За ТРИНИДАД И ТОБАГО

Pour la RÉPUBLIQUE TUNISIENNE
For the REPUBLIC of TUNISIA
Por la REPÚBLICA de TÚNEZ
За ТУНИССКУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE TURQUE
For the REPUBLIC of TURKEY
Por la REPÚBLICA de TURQUÍA
За ТУРЕЦКУЮ РЕСПУБЛИКУ

Pour l'UNION des RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES
For the UNION of SOVIET SOCIALIST REPUBLICS
Por la UNIÓN de REPÚBLICAS SOCIALISTAS SOVIÉTICAS
За СОЮЗ СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК

Pour la RÉPUBLIQUE ORIENTALE de l'URUGUAY
For the EASTERN REPUBLIC of URUGUAY
Por la REPÚBLICA ORIENTAL del URUGUAY
За ВОСТОЧНУЮ РЕСПУБЛИКУ УРУГВАЙ

Raquel R. LARRETA DE PESARESI

Pour la RÉPUBLIQUE du VENEZUELA
For the REPUBLIC of VENEZUELA
Por la REPÚBLICA de VENEZUELA
За РЕСПУБЛИКУ ВЕНЕСУЭЛА

Pour la RÉPUBLIQUE ARABE du YÉMEN
For the YEMEN ARAB REPUBLIC
Por la REPÚBLICA ÁRABE del YEMEN
За ЙЕМЕНСКУЮ АРАБСКУЮ РЕСПУБЛИКУ

Pour la RÉPUBLIQUE SOCIALISTE FÉDÉRATIVE
de YOUGOSLAVIE
For the SOCIALIST FEDERAL REPUBLIC
of YUGOSLAVIA
Por la REPÚBLICA FEDERATIVA SOCIALISTA
de YUGOSLAVIA
За СОЦИАЛИСТИЧЕСКУЮ ФЕДЕРАТИВНУЮ
РЕСПУБЛИКУ ЮГОСЛАВИЯ

Aleksandar JELIĆ

Pour la RÉPUBLIQUE de ZAMBIE
For the REPUBLIC of ZAMBIA
Por la REPÚBLICA de ZAMBIA
За РЕСПУБЛИКУ ЗАМБИЯ

I hereby certify that the foregoing text is a true copy of the Convention for the protection of producers of phonograms against unauthorized duplication of their phonograms, done at Geneva, Switzerland, on the twenty-ninth day of October 1971, the original of which is deposited with the Secretary-General of the United Nations.

Je certifie que le texte qui précède est la copie conforme de la Convention pour la protection des producteurs de phonogrammes contre la reproduction non autorisée de leurs phonogrammes, fait à Genève, Suisse, le vingt-neuf octobre 1971, dont l'original est déposé auprès du Secrétaire général de l'Organisation des Nations Unies.

For the Secretary-General
The Director of the General Legal Division
in charge of the Office of Legal Affairs:

Pour le Secrétaire général
Le Directeur de la Division des questions juridiques générales,
chargé du Service juridique :

United Nations, New York
17 July 1972

Organisation des Nations Unies, New York
17 juillet 1972

MULTILATERAL

International Coffee Agreement

Amending and extending the agreement of March 18, 1968.
Approved by the International Coffee Council at London April 14, 1973,
Notification of acceptance by the United States of America subject to its appropriate constitutional procedures given to the Secretary-General of the United Nations September 28, 1973,
Ratification advised by the Senate of the United States of America October 1, 1973,
Accepted by the President of the United States of America October 9, 1973,
Acceptance of the United States of America deposited with the Secretary-General of the United Nations November 30, 1973,
Proclaimed by the President of the United States of America April 8, 1974,
Entered into force October 1, 1973.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT

The International Coffee Agreement, 1968, was extended by Resolution Number 264 of the International Coffee Council at London on April 14, 1973, the text of which Resolution, as certified by the Executive Director of the International Coffee Organization, is hereto annexed,

In accordance with the Resolution adopted April 14, 1973 by the International Coffee Council, notification that the United States of America accepted the Agreement as extended subject to its appropriate constitutional procedures, was given on September 28, 1973 to the Secretary-General of the United Nations,

The Senate of the United States of America by its resolution of October 1, 1973, two-thirds of the Senators present concurring therein, gave its advice and consent to the Agreement as extended,

43-377 O - 75 - 25

The Agreement as extended was duly accepted by the President of the United States of America on October 9, 1973, in pursuance of the advice and consent of the Senate,

Confirmation of compliance with appropriate constitutional procedures was effected by the deposit of a notice of acceptance of the United States of America with the Secretary-General of the United Nations on November 30, 1973,

The Secretary-General of the United Nations notified the United States of America on November 5, 1973 that, in accordance with the Resolution of the International Coffee Council, the Agreement as extended entered into force on October 1, 1973.

NOW, THEREFORE, be it known that I, Richard Nixon, President of the United States of America, proclaim and make public the International Coffee Agreement, 1968, as extended, to the end that it shall be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

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

RICHARD NIXON

By the President.
KENNETH RUSH
Acting Secretary of State

INTERNATIONAL COFFEE ORGANIZATION
ORGANIZACION INTERNACIONAL DEL CAFE
ORGANIZACÃO INTERNACIONAL DO CAFE
ORGANISATION INTERNATIONALE DU CAFE

EXTENSION OF THE

INTERNATIONAL COFFEE AGREEMENT 1968

Text of Resolution Number 264
Approved at the Twenty-second Session of the
International Coffee Council (12 – 14 April 1973)

TIAS 7809

RESOLUTION NUMBER 264

(Approved at the Second Plenary Meeting, 14 April 1973)

EXTENSION OF THE INTERNATIONAL COFFEE AGREEMENT 1968

WHEREAS

The International Coffee Agreement 1968, [1] subject to the provisions of Article 69, shall remain in force until 30 September 1973,

The time required both to negotiate a new Agreement and to carry out the constitutional formalities and procedures for approval, ratification or acceptance will not permit such an Agreement to enter into force on 1 October 1973,

Paragraph (2) of Article 69 permits the Council to extend the International Coffee Agreement 1968 with or without modification; and

In order to allow time for the negotiation of a new Agreement, the International Coffee Agreement 1968 should be extended,

[1] TIAS 6584, 19 UST 6333. [Footnote added by the Department of State.]

THE INTERNATIONAL COFFEE COUNCIL

RESOLVES

1. That, with the modifications set out in Annex 1 to this Resolution, the International Coffee Agreement 1968 shall be extended to 30 September 1975.

2. That the International Coffee Agreement 1968 as extended in accordance with the provisions of paragraph 1 of this Resolution shall remain in force among those Contracting Parties to the Agreement which have notified their acceptance of such Agreement to the Secretary-General of the United Nations by 30 September 1973, if on that date such Contracting Parties represent at least twenty exporting Members holding a majority of the votes of the exporting Members and at least ten importing Members holding a majority of the votes of the importing Members. The votes for this purpose shall be as distributed in Annex 2 to this Resolution.

3 That a notification by a Contracting Party that it accepts the Agreement as extended subject to its appropriate constitutional procedures shall be regarded as equal in effect to a notification of acceptance and, therefore, such Contracting Party shall have all the rights and obligations of a Member If confirmation that such constitutional procedures have been complied with is not received by the Secretary-General of the United Nations by 31 March 1974 or on such later date as the Council may decide such Contracting Party shall thereupon cease to participate in the Agreement.

4. To instruct the Executive Director to convey this Resolution to the Secretary-General of the United Nations with a request that, under the provisions of Article 71 of the Agreement, he notify the Contracting Parties of the date to which the Agreement is extended.

ANNEX 1

INTERNATIONAL COFFEE AGREEMENT 1968 AS EXTENDED

PART A

The International Coffee Agreement 1968 is modified as follows:

PREAMBLE

Paragraph 3: The words "accumulation of burdensome stocks" are deleted.

Paragraph 4: The existing text is deleted.

Paragraph 5: The existing text is deleted and replaced by:
"Noting that it has not been possible to complete the negotiation of a new International Coffee Agreement and that additional time is required for this purpose,"

ARTICLE 1

The existing text is deleted and replaced by:
"The objectives of the Agreement are:
(1) to preserve and promote the understanding between producers and consumers necessary for the conclusion of a new International Coffee Agreement and to avoid the consequences prejudicial to both which would result from the termination of international co-operation,
(2) to preserve the International Coffee Organization.
(a) as a forum for the negotiation of a new Agreement;

(b) as a competent and effective centre for the collection and dissemination of statistical information on the international trade in coffee, in particular on prices, exports, imports, stocks, distribution and consumption of coffee and on production and production trends."

ARTICLE 2

Paragraph (4) The existing text is deleted and replaced by:

" "Export of coffee" means any shipment of coffee which leaves the territory of the country in which the coffee is grown save that the shipment of coffee from any of the dependent territories of a Member to its metropolitan territory or to another of its dependent territories for domestic consumption therein or in any other of its dependent territories shall not be considered as the export of coffee."

Paragraph (6) Add the following words after the words "Member means a Contracting Party "

"including an intergovernmental organization which, as provided for in Article 3, has acceded to the Agreement;"

Paragraphs (12), (15), (16) and (17) are deleted.

ARTICLE 3

Paragraph (3). The existing text is deleted and replaced by paragraphs (3), (4) and (5) as follows:

"(3) Any reference in this Agreement to a Government shall be construed as including a reference to the European Economic Community or an intergovernmental organization having comparable responsibilities in respect to the negotiation, conclusion and application of international agreements, in particular commodity agreements. Accordingly, reference in this Agreement to accession by a Government under the provisions of Article 63 shall be construed as including a reference to accession by such an intergovernmental organization.

(4) Such an intergovernmental organization shall not itself have any votes but in the case of a vote on matters within its competence, it shall be entitled to cast the votes of its member States and shall cast them collectively In such cases, the member States of such an intergovernmental organization shall not be entitled to exercise their individual voting rights.

(5) The provisions of paragraph (1) of Article 15 shall not apply to such an intergovernmental organization but it may participate in the

discussions of the Executive Board on matters within its competence. In the case of a vote on matters within its competence and notwithstanding the provisions of paragraph (1) of Article 18 the votes which its member States are entitled to cast in the Executive Board shall be cast collectively by any one of those member States."

ARTICLE 5

Paragraph (1): The following words are deleted: "approval, ratification,"

Paragraph (2): Sub-paragraph (a) is deleted.

ARTICLE 12

Paragraph (3): The existing text is deleted and replaced by: "The remaining votes of exporting Members shall be as set out in Annex D."

Paragraph (6): The reference to "Articles 25, 38, 45, 48, 54 or 59" is deleted and replaced by "Article 25 "

ARTICLE 17

Paragraph (2): Sub-paragraphs (b), (c), (d), (e) and (g) are deleted.

Sub-paragraph (j): the words "extension or" are deleted.

ARTICLE 25

Paragraph (3): The words "or under Articles 38, 45, 48, 54 or 59" are deleted.

ARTICLES 27 - 51		Are deleted.
ARTICLES 53 - 54		Are deleted.
ARTICLE 55		
	Paragraph (1)	Sub-paragraph (a) the words "production trends" are inserted between "production," and "prices"
	Paragraph (2):	The words "production trends" are inserted between "production," and "exports".
ARTICLE 57		
	Paragraph (3)·	Is deleted.
ARTICLE 58		The words "in accordance with Article 59" are deleted.
ARTICLES 59, 60, 61 and 62		Are deleted.
ARTICLE 63		
	Paragraph (1).	The second sentence beginning "In establishing such conditions ", and all subsequent sentences in this paragraph are deleted.
ARTICLE 65		
	Paragraph (1)	The words "signature or" and "approval, ratification" are deleted. The word "extended" is inserted before the word "Agreement"
	Paragraph (2)	The words "approval, ratification" are deleted.

ARTICLE 69

The existing text is deleted[1/] and replaced by:

"(1) The extended Agreement, subject to the provisions of paragraph (2), shall remain in force until 30 September 1975 or until a new Agreement has entered into force, whichever is the earlier

(2) The Council may at any time, by vote of a majority of the Members having not less than a distributed two-thirds majority of the total votes, decide to terminate the Agreement Such termination shall take effect on such date as the Council shall decide

(3) Notwithstanding termination of the Agreement, the Council shall remain in being for as long as necessary to carry out the liquidation of the Organization, settlement of its accounts and disposal of its assets and shall have during that period such powers and functions as may be necessary for those purposes

(4) The Council may, by a vote of 58 percent of the Members having not less than a distributed majority of 70 percent of the total votes, negotiate a new Agreement for such period as the Council shall determine."

1/ It should be noted that paragraph 2 of this Article corresponds to paragraph 3 of Article 69 of the 1968 Agreement and paragraph 3 of this Article corresponds to paragraph 4 of Article 69 of the 1968 Agreement.

ARTICLE 71

First sentence: The date 1962 is deleted and replaced by 1968
The words "approval, ratification" and "of the dates on which the Agreement comes provisionally and definitively into force" are deleted.

Second sentence: The words "62 paragraph (2)" and "to which the Agreement is extended or" are deleted.
The word "it" is deleted and replaced by the words "the Agreement"

ARTICLE 72

Paragraph (2) Delete text and replace by:

"(2) In order to facilitate the uninterrupted continuation of the Agreement:

(a) All acts by or on behalf of the Organization or any of its organs in effect on 30 September 1973 and the terms of which do not provide for expiry on that date, shall remain in effect unless they have been changed under the provisions of the present Agreement. Except as provided in sub-paragraphs (b) and (c) hereof all acts based on the deleted Articles of the International Coffee Agreement 1968 are expressly revoked with effect from 1 October 1973

(b) After 30 September 1973 the Diversification Fund shall remain in being for as long as is necessary to carry out its liquidation, the settlement of its accounts and the disposal of its assets. During that period the Council may adopt such amendments to the Statutes as it deems necessary for those purposes.

(c) After 30 September 1973 the World Coffee Promotion Committee shall remain in being for as long as is necessary to carry out the liquidation of the Promotion Fund, the settlement of its accounts and the disposal of its assets.

(d) All decisions taken by the Council during the coffee year 1972/73 for application in coffee year 1973/74 shall apply on a provisional basis as if the extension of the Agreement had become effective."

Paragraph commencing: "IN WITNESS WHEREOF .." is deleted.

Final Paragraph: The reference to the Russian language is deleted; the words "signatory and acceding Government" are deleted and replaced by "Contracting Party to the Agreement."

ANNEXES A B AND C

Are deleted.

ANNEX D

New addition.

ANNEX D

EXPORTING COUNTRIES DISTRIBUTION OF VOTES

Exporting Country	Votes		
	Basic	Remaining	Total
TOTAL	136	864	1,000
Bolivia	4	-	4
Brazil	4	327	331
Burundi	4	4	8
Colombia	4	109	113
Costa Rica	4	17	21
Dominican Republic	4	8	12
Ecuador	4	12	16
El Salvador	4	30	34
Ethiopia	4	23	27
Ghana	4	-	4
Guatemala	4	28	32
Guinea	4	2	6
Haiti	4	8	12
Honduras	4	7	11
India	4	7	11
Indonesia	4	21	25
Jamaica	4	-	4
Kenya	4	13	17
Liberia	4	-	4
Mexico	4	27	31
Nicaragua	4	9	13
Nigeria	4	-	4
OAMCAF	4	84	88
OAMCAF			(4)
Cameroon			(15)
Central African Republic			(3)
Congo, People's Republic			(1)
Dahomey			(1)
Gabon			(1)
Ivory Coast			(46)
Madagascar			(14)
Togo			(3)
Panama	4	-	4
Paraguay	4	-	4
Peru	4	12	16
Portugal	4	43	47
Rwanda	4	2	6
Sierra Leone	4	2	6
Tanzania	4	11	15
Trinidad and Tobago	4	-	4
Uganda	4	37	41
Venezuela	4	5	9
Zaire	4	16	20

PART B

The text of the International Coffee Agreement 1968 as extended is as follows:[1/]

INTERNATIONAL COFFEE AGREEMENT 1968 AS EXTENDED

Preamble

(Modified)

The Governments Parties to this Agreement,

Recognizing the exceptional importance of coffee to the economies of many countries which are largely dependent upon this commodity for their export earnings and thus for the continuation of their development programmes in the social and economic fields;

Considering that close international co-operation on coffee marketing will stimulate the economic diversification and development of coffee-producing countries and thus contribute to a strengthening of the political and economic bonds between producers and consumers,

Finding reason to expect a tendency toward persistent disequilibrium between production and consumption (.) and pronounced fluctuations in prices which can be harmful both to producers and to consumers,

(.)

Noting that it has not been possible to complete the negotiation of a new International Coffee Agreement and that additional time is required for this purpose,

Have agreed as follows:

1/ Note: Whenever practicable new words and phrases are indicated by underlining and deletions from the text are indicated thus (..)

43-377 O - 75 - 26

CHAPTER I - OBJECTIVES

Article 1

(Modified)

Objectives

The objectives of the Agreement are

(1) to preserve and promote the understanding between producers and consumers necessary for the conclusion of a new International Coffee Agreement and to avoid the consequences prejudicial to both which would result from the termination of international co-operation,

(2) to preserve the International Coffee Organization:

(a) as a forum for the negotiation of a new Agreement,

(b) as a competent and effective centre for the collection and dissemination of statistical information on the international trade in coffee, in particular on prices, exports, imports, stocks, distribution and consumption of coffee and on production and production trends.

CHAPTER II - DEFINITIONS

Article 2

(Modified)

Definitions

For the purposes of the Agreement

(1) "Coffee" means the beans and berries of the coffee tree, whether parchment, green or roasted, and includes ground, decaffeinated, liquid and soluble coffee. These terms shall have the following meaning:

(a) "green coffee" means all coffee in the naked bean form before roasting;

(b) "coffee berries" means the complete fruit of the coffee tree, to find the equivalent of coffee berries to green coffee, multiply the net weight of the dried coffee berries by 0.50;

(c) "parchment coffee" means the green coffee bean contained in the parchment skin, to find the equivalent of parchment coffee to green coffee, multiply the net weight of the parchment coffee by 0.80;

(d) "roasted coffee" means green coffee roasted to any degree and includes ground coffee, to find the equivalent of roasted coffee to green coffee, multiply the net weight of roasted coffee by 1.19;

(e) "decaffeinated coffee" means green, roasted or soluble coffee from which caffein has been extracted; to find the equivalent of decaffeinated coffee to green coffee, multiply the net weight of the decaffeinated coffee in green, roasted or soluble form by 1.00, 1.19 or 3.00 respectively;

(f) "liquid coffee" means the water-soluble solids derived from roasted coffee and put into liquid form, to find the equivalent of liquid to green coffee, multiply the net weight of the dried coffee solids contained in the liquid coffee by 3.00;

(g) "soluble coffee" means the dried water-soluble solids derived from roasted coffee; to find the equivalent of soluble coffee to green coffee, multiply the net weight of the soluble coffee by 3.00.

(2) "Bag" means 60 kilogrammes or 132.276 pounds of green coffee; "ton" means a metric ton of 1,000 kilogrammes or 2,204.6 pounds; and "pound" means 453.597 grammes.

(3) "Coffee year" means the period of one year, from 1 October through 30 September

(4) "Export of coffee" means any shipment of coffee which leaves the territory of the country in which the coffee is grown save that the shipment of coffee from any of the dependent territories of a Member to its metropolitan territory or to another of its dependent territories for domestic consumption therein or in any other of its dependent territories shall not be considered as the export of coffee.

(5) "Organization", "Council" and "Board" mean, respectively, the International Coffee Organization, the International Coffee Council, and the Executive Board referred to in Article 7 of the Agreement.

(6) "Member" means a Contracting Party including an intergovernmental organization which, as provided for in Article 3, has acceded to the Agreement, a dependent territory or territories in respect of which separate Membership has been declared under Article 4, or two or more Contracting Parties or dependent territories, or both, which participate in the Organization as a Member group under Article 5 or 6.

(7) "Exporting Member" or "exporting country" means a Member or country, respectively, which is a net exporter of coffee; that is, whose exports exceed its imports.

(8) "Importing Member" or "importing country" means a Member or country, respectively, which is a net importer of coffee; that is, whose imports exceed its exports.

(9) "Producing Member" or "producing country" means a Member or country, respectively, which grows coffee in commercially significant quantities

(10) "Distributed simple majority vote" means a majority of the votes cast by exporting Members present and voting, and a majority of the votes cast by importing Members present and voting, counted separately

(11) "Distributed two-thirds majority vote" means a two-thirds majority of the votes cast by exporting Members present and voting and a two-thirds majority of the votes cast by importing Members present and voting, counted separately

(12) (Deleted)

(13) "Exportable production" means the total production of coffee of an exporting country in a given coffee year less the amount destined for domestic consumption in the same year.

(14) "Availability for export" means the exportable production of an exporting country in a given coffee year plus accumulated stocks from previous years.

(15) (Deleted)

(16) (Deleted)

(17) (Deleted)

CHAPTER III - MEMBERSHIP

Article 3

(Modified)

Membership in the Organization

(1) Each Contracting Party, together with those of its dependent territories to which the Agreement is extended under paragraph (1) of Article 65, shall constitute a single Member of the Organization, except as otherwise provided under Articles 4, 5 and 6.

(2) A Member may change its category of Membership, previously declared on approval, ratification, acceptance or accession to the Agreement, on such conditions as the Council may agree.

(3) Any reference in this Agreement to a Government shall be construed as including a reference to the European Economic Community or an intergovernmental organization having comparable responsibilities in respect to the negotiation, conclusion and application of international agreements, in particular commodity agreements. Accordingly, reference in this Agreement to accession by a Government under the provisions of Article 63 shall be construed as including a reference to accession by such an intergovernmental organization.

(4) Such an intergovernmental organization shall not itself have any votes but in the case of a vote on matters within its competence, it shall be entitled to cast the votes of its member States and shall cast them collectively. In such cases, the member States of such an intergovernmental organization shall not be entitled to exercise their individual voting rights.

(5) The provisions of paragraph (1) of Article 15 shall not apply to such an intergovernmental organization but it may participate in the discussions of the Executive Board on matters within its competence. In the case of a vote on matters within its competence and notwithstanding the provisions of paragraph (1) of Article 18 the votes which its member States are entitled to cast in the Executive Board shall be cast collectively by any one of those member States.

Article 4

Separate Membership in Respect of Dependent Territories

Any Contracting Party which is a net importer of coffee may, at any time, by appropriate notification in accordance with paragraph (2) of Article 65, declare that it is participating in the Organization separately with respect to any of its dependent territories which are net exporters of coffee and which it designates. In such case, the metropolitan territory and its non-designated dependent territories will have a single Membership, and its designated dependent territories, either individually or collectively as the notification indicates, will have separate Membership.

Article 5

(Modified)

Group Membership upon Joining the Organization

(1) Two or more Contracting Parties which are net exporters of coffee may, by appropriate notification to the Secretary-General of the United

Nations at the time of deposit of their respective instruments of ( ) acceptance or accession and to the Council, declare that they are joining the Organization as a Member group. A dependent territory to which the Agreement has been extended under paragraph (1) of Article 65 may constitute part of such a Member group if the Government of the State responsible for its international relations has given appropriate notification thereof under paragraph (2) of Article 65 Such Contracting Parties and dependent territories must satisfy the following conditions:

(a) they shall declare their willingness to accept responsibility for group obligations in an individual as well as a group capacity;

(b) they shall subsequently provide sufficient evidence to the Council that the group has the organization necessary to implement a common coffee policy, and that they have the means of complying, together with the other parties to the group, with their obligations under the Agreement, and

(c) they shall subsequently provide evidence to the Council either:

(i) that they have been recognized as a group in a previous international coffee agreement; or

(ii) that they have:

(a) a common or co-ordinated commercial and economic policy in relation to coffee; and

(b) a co-ordinated monetary and financial policy, as well as the organs necessary for implementing such a policy, so that the Council is satisfied that the

Member group can comply with the spirit of group membership and the group obligations involved.

(2) The Member group shall constitute a single Member of the Organization, except that each party to the group shall be treated as if it were a single Member as regards all matters arising under the following provisions:

(a) (Deleted)

(b) Articles 10, 11 and 19 of Chapter IV; and

(c) Article 68 of Chapter XX.

(3) The Contracting Parties and dependent territories joining as a Member group shall specify the Government or organization which will represent them in the Council as regards all matters arising under the Agreement other than those specified in paragraph (2) of this Article.

(4) The Member group's voting rights shall be as follows:

(a) the Member group shall have the same number of basic votes as a single Member country joining the Organization in an individual capacity. These basic votes shall be attributed to and exercised by the Government or organization representing the group;

(b) in the event of a vote on any matters arising under provisions specified in paragraph (2) of this Article, the parties to the Member group may exercise separately the votes attributed to them by the provisions of paragraph (3) of Article 12 as if each were an individual Member of the Organization, except for

the basic votes, which shall remain attributable only to the Government or organization representing the group.

(5) Any Contracting Party or dependent territory which is a party to a Member group may, by notification to the Council, withdraw from that group and become a separate Member. Such withdrawal shall take effect upon receipt of the notification by the Council. In case of such withdrawal from a group, or in case a party to a group ceases, by withdrawal from the Organization or otherwise, to be such a party, the remaining parties to the group may apply to the Council to maintain the group, and the group shall continue to exist unless the Council disapproves the application. If the Member group is dissolved, each former party to the group will become a separate Member A Member which has ceased to be a party to a group may not, as long as the Agreement remains in force, again become a party to a group.

Article 6

Subsequent Group Membership

Two or more exporting Members may, at any time after the Agreement has entered into force with respect to them, apply to the Council to form a Member group. The Council shall approve the application if it finds that the Members have made a declaration, and have provided evidence, satisfying the requirements of paragraph (1) of Article 5. Upon such approval, the Member group shall be subject to the provisions of paragraphs (2), (3), (4) and (5) of that Article.

CHAPTER IV - ORGANIZATION AND ADMINISTRATION

Article 7

Seat and Structure of the International Coffee Organization

(1) The International Coffee Organization established under the 1962 Agreement [1] shall continue in being to administer the provisions and supervise the operation of the Agreement.

(2) The seat of the Organization shall be in London unless the Council by a distributed two-thirds majority vote decides otherwise.

(3) The Organization shall function through the International Coffee Council, its Executive Board, its Executive Director and its staff.

Article 8

Composition of the International Coffee Council

(1) The highest authority of the Organization shall be the International Coffee Council, which shall consist of all the Members of the Organization.

(2) Each Member shall be represented on the Council by a representative and one or more alternates. A Member may also designate one or more advisers to accompany its representative or alternates.

Article 9

Powers and Functions of the Council

(1) All powers specifically conferred by the Agreement shall be vested in the Council, which shall have the powers and perform the functions necessary to carry out the provisions of the Agreement.

[1] TIAS 5505, 14 UST 1911. [Footnote added by the Department of State.]

(2) The Council shall, by a distributed two-thirds majority vote, establish such rules and regulations, including its own rules of procedure and the financial and staff regulations of the Organization, as are necessary to carry out the provisions of the Agreement and are consistent therewith. The Council may, in its rules of procedure, provide a procedure whereby it may, without meeting, decide specific questions.

(3) The Council shall also keep such records as are required to perform its functions under the Agreement and such other records as it considers desirable. The Council shall publish an annual report.

Article 10

Election of the Chairman and Vice-Chairmen of the Council

(1) The Council shall elect, for each coffee year, a Chairman and a first, a second and a third Vice-Chairman.

(2) As a general rule, the Chairman and the first Vice-Chairman shall both be elected either from among the representatives of exporting Members, or from among the representatives of importing Members, and the second and the third Vice-Chairmen, shall be elected from representatives of the other category of Members. These offices shall alternate each coffee year between the two categories of Members.

(3) Neither the Chairman nor any Vice-Chairman acting as Chairman shall have the right to vote. His alternate will in such case exercise the Member's voting rights.

Article 11

Sessions of the Council

As a general rule, the Council shall hold regular sessions twice a year. It may hold special sessions if it so decides. Special sessions shall also be held when either the Executive Board, or any five Members, or a Member or Members having at least 200 votes so request. Notice of sessions shall be given at least thirty days in advance, except in cases of emergency. Sessions shall be held at the seat of the Organization, unless the Council decides otherwise.

Article 12

(Modified)

Votes

(1) The exporting Members shall together hold 1,000 votes and the importing Members shall together hold 1,000 votes, distributed within each category of Members - that is, exporting and importing Members, respectively - as provided in the following paragraphs of this Article.

(2) Each Member shall have five basic votes, provided that the total number of basic votes within each category of Members does not exceed 150. Should there be more than thirty exporting Members or more than thirty importing Members, the number of basic votes for each Member within that category of Members shall be adjusted so as to keep the number of basic votes for each category of Members within the maximum of 150.

(3) The remaining votes of exporting Members shall be as set out in Annex D.

(4) The remaining votes of importing Members shall be divided among those Members in proportion to the average volume of their respective coffee imports in the preceding three-year period.

(5) The distribution of votes shall be determined by the Council at the beginning of each coffee year and shall remain in effect during that year, except as provided in paragraph (6) of this Article.

(6) The Council shall provide for the redistribution of votes in accordance with this Article whenever there is a change in the Membership of the Organization, or if the voting rights of a Member are suspended or regained under the provisions of Article 25 (...).

(7) No Member shall hold more than 400 votes.

(8) There shall be no fractional votes.

Article 13

Voting Procedure of the Council

(1) Each representative shall be entitled to cast the number of votes held by the Member represented by him, and cannot divide its votes. He may, however, cast differently any votes which he exercises pursuant to paragraph (2) of this Article.

(2) Any exporting Member may authorize any other exporting Member, and any importing Member may authorize any other importing Member, to represent its interests and to exercise its right to vote at any meeting or meetings of the Council. The limitation provided for in paragraph (7) of Article 12 shall not apply in this case.

Article 14

Decisions of the Council

(1) All decisions of the Council shall be taken, and all recommendations shall be made, by a distributed simple majority vote unless otherwise provided in the Agreement.

(2) The following procedure shall apply with respect to any action by the Council which under the Agreement requires a distributed two-thirds majority vote:

(a) if a distributed two-thirds majority vote is not obtained because of the negative vote of three or less exporting or three or less importing Members, the proposal shall, if the Council so decides by a majority of the Members present and by a distributed simple majority vote, be put to a vote again within 48 hours,

(b) if a distributed two-thirds majority vote is again not obtained because of the negative vote of two or less importing or two or less exporting Members, the proposal shall, if the Council so decides by a majority of the Members present and by a distributed simple majority vote, be put to a vote again within 24 hours;

(c) if a distributed two-thirds majority vote is not obtained in the third vote because of the negative vote of one exporting Member or one importing Member, the proposal shall be considered adopted;

(d) if the Council fails to put a proposal to a further vote, it shall be considered rejected.

(3) The Members undertake to accept as binding all decisions of the Council under the provisions of the Agreement.

Article 15

Composition of the Board

(1) The Executive Board shall consist of eight exporting Members and eight importing Members, elected for each coffee year in accordance with Article 16. Members may be re-elected.

(2) Each member of the Board shall appoint one representative and one or more alternates.

(3) The Chairman of the Board shall be appointed by the Council for each coffee year and may be re-appointed. He shall not have the right to vote. If a representative is appointed Chairman, his alternate will have the right to vote in his place.

(4) The Board shall normally meet at the seat of the Organization, but may meet elsewhere.

Article 16

Election of the Board

(1) The exporting and the importing Members on the Board shall be elected in the Council by the exporting and the importing Members of the Organization respectively. The election within each category shall be held in accordance with the following paragraphs of this Article.

(2) Each Member shall cast all the votes to which it is entitled under Article 12 for a single candidate. A Member may cast for another candidate any votes which it exercises pursuant to paragraph (2) of Article 13.

(3) The eight candidates receiving the largest number of votes shall be elected; however, no candidate shall be elected on the first ballot unless it receives at least 75 votes.

(4) If under the provisions of paragraph (3) of this Article less than eight candidates are elected on the first ballot, further ballots shall be held in which only Members which did not vote for any of the candidates elected shall have the right to vote. In each further ballot, the minimum number of votes required for election shall be successively diminished by five until eight candidates are elected.

(5) Any Member which did not vote for any of the Members elected shall assign its votes to one of them, subject to paragraphs (6) and (7) of this Article.

(6) A Member shall be deemed to have received the number of votes originally cast for it when it was elected and, in addition, the number of votes assigned to it, provided that the total number of votes shall not exceed 499 for any Member elected.

(7) If the votes deemed received by an elected Member would otherwise exceed 499, Members which voted for or assigned their votes to such elected Member shall arrange among themselves for one or more of them to withdraw their votes from that Member and assign or reassign them to another elected Member so that the votes received by each elected Member shall not exceed the limit of 499

43-377 O - 75 - 27

Article 17

(Modified)

Competence of the Board

(1) The Board shall be responsible to and work under the general direction of the Council.

(2) The Council by a distributed simple majority vote may delegate to the Board the exercise of any or all of its powers, other than the following:

(a) approval of the administrative budget and assessment of contributions under Article 24,

(b) (c) (d) (e) (All deleted)

(f) waiver of the obligations of a Member under Article 57,

(g) (Deleted)

(h) establishment of conditions for accession under Article 63;

(i) a decision to require the withdrawal of a Member under Article 67;

(j) ( ) termination of the Agreement under Article 69; and

(k) recommendation of amendments to Members under Article 70

(3) The Council by a distributed simple majority vote may at any time revoke any delegation of powers to the Board.

Article 18

Voting Procedure of the Board

(1) Each member of the Board shall be entitled to cast the number of votes received by it under the provisions of paragraphs (6) and (7) of Article 16. Voting by proxy shall not be allowed. A member may not split its votes.

(2) Any action taken by the Board shall require the same majority as such action would require if taken by the Council.

Article 19

Quorum for the Council and the Board

(1) The quorum for any meeting of the Council shall be the presence of a majority of the Members representing a distributed two-thirds majority of the total votes. If there is no quorum on the day appointed for the opening of any Council session, or if in the course of any Council session there is no quorum at three successive meetings, the Council shall be convened seven days later; at that time and throughout the remainder of that session the quorum shall be the presence of a majority of the Members representing a distributed simple majority of the votes. Representation in accordance with paragraph (2) of Article 13 shall be considered as presence.

(2) The quorum for any meeting of the Board shall be the presence of a majority of the members representing a distributed two-thirds majority of the total votes.

Article 20

The Executive Director and the Staff

(1) The Council shall appoint the Executive Director on the recommendation of the Board. The terms of appointment of the Executive Director shall be established by the Council and shall be comparable to those applying to corresponding officials of similar inter-governmental organizations.

(2) The Executive Director shall be the chief administrative officer of the Organization and shall be responsible for the performance of any duties devolving upon him in the administration of the Agreement.

(3) The Executive Director shall appoint the staff in accordance with regulations established by the Council

(4) Neither the Executive Director nor any member of the staff shall have any financial interest in the coffee industry, coffee trade, or coffee transportation.

(5) In the performance of their duties, the Executive Director and the staff shall not seek or receive instructions from any Member or from any other authority external to the Organization. They shall refrain from any action which might reflect on their position as international officials responsible only to the Organization. Each Member undertakes to respect the exclusively international character of the responsibilities of the Executive Director and the staff and not to seek to influence them in the discharge of their responsibilities.

Article 21

Co-operation with other Organizations

The Council may make whatever arrangements are desirable for consultation and co-operation with the United Nations and its specialized agencies and with other appropriate inter-governmental organizations. The Council may invite these organizations and any organizations concerned with coffee to send observers to its meetings.

CHAPTER V-PRIVILEGES AND IMMUNITIES

Article 22

Privileges and Immunities

(1) The Organization shall have legal personality. It shall in particular have the capacity to contract, acquire and dispose of movable and immovable property and to institute legal proceedings.

(2) The Government of the country in which the headquarters of the Organization is situated (hereinafter referred to as "the host Government") shall conclude with the Organization as soon as possible an agreement to be approved by the Council relating to the status, privileges and immunities of the Organization, of its Executive Director and its staff and of representatives of Members while in the territory of the host Government for the purpose of exercising their functions.

(3) The agreement envisaged in paragraph (2) of this Article shall be independent of the present Agreement and shall prescribe the conditions for its termination.

(4) Unless any other taxation arrangements are implemented under the agreement envisaged in paragraph (2) of this Article the host Government:

(a) shall grant exemption from taxation on the remuneration paid by the Organization to its employees, except that such exemption need not apply to nationals of that country, and

(b) shall grant exemption from taxation on the assets, income and other property of the Organization.

(5) Following the approval of the agreement envisaged in paragraph (2) of this Article, the Organization may conclude with one or more other Members agreements to be approved by the Council relating to such privileges and immunities as may be necessary for the proper functioning of the International Coffee Agreement.

CHAPTER VI-FINANCE

Article 23

Finance

(1) The expenses of delegations to the Council, representatives on the Board, and representatives on any of the committees of the Council or the Board shall be met by their respective Governments.

(2) The other expenses necessary for the administration of the Agreement shall be met by annual contributions from the Members assessed in accordance with Article 24. However, the Council may levy fees for specific services.

(3) The financial year of the Organization shall be the same as the coffee year.

Article 24

Determination of the Budget and Assessment of Contributions

(1) During the second half of each financial year the Council shall approve the administrative budget of the Organization for the following financial year and shall assess the contribution of each Member to that budget.

(2) The contribution of each Member to the budget for each financial year shall be in the proportion which the number of its votes at the time the budget for that financial year is approved bears to the total votes of all the Members. However, if there is any change in the distribution of votes among Members in accordance with the provisions of paragraph (5) of Article 12 at the beginning of the financial year for which contributions are assessed, such contributions shall be correspondingly adjusted for that year. In determining contributions, the votes of each Member shall be calculated without regard to the suspension of any Member's voting rights or any redistribution of votes resulting therefrom.

(3) The initial contribution of any Member joining the Organization after the entry into force of the Agreement shall be assessed by the Council on the basis of the number of votes to be held by it and the period remaining in the current financial year, but the assessments made upon other Members for the current financial year shall not be altered.

Article 25

(Modified)

Payment of Contributions

(1) Contributions to the administrative budget for each financial year shall be payable in freely convertible currency, and shall become due on the first day of that financial year

(2) If any Member fails to pay its full contribution to the administrative budget within six months of the date on which the contribution is due, both its voting rights in the Council and its right to have its votes cast in the Board shall be suspended until such

contribution has been paid. However, unless the Council by a distributed two-thirds majority vote so decides, such Member shall not be deprived of any of its other rights nor relieved of any of its obligations under the Agreement.

(3) Any Member whose voting rights have been suspended under paragraph (2) of this Article (..) shall nevertheless remain responsible for the payment of its contribution.

Article 26

Audit and Publication of Accounts.

As soon as possible after the close of each financial year an independently audited statement of the Organization's receipts and expenditures during that financial year shall be presented to the Council for approval and publication.

CHAPTER VII - REGULATION OF EXPORTS

Article 27

General Undertakings by Members

(Deleted)

Article 28

Basic Export Quotas

(Deleted)

Article 29

Basic Export Quota of a Member Group

(Deleted)

Article 30

Fixing of Annual Export Quotas

(Deleted)

Article 31

Additional Provisions Concerning Basic and Annual Export Quotas

(Deleted)

Article 32

Fixing of Quarterly Export Quotas

(Deleted)

Article 33

Adjustment of Annual Export Quotas

(Deleted)

Article 34

Notification of Shortfalls

(Deleted)

Article 35

Adjustment of Quarterly Export Quotas

(Deleted)

Article 36

Procedure for Adjusting Export Quotas

(Deleted)

Article 37

Additional Provisions for Adjusting Export Quotas

(Deleted)

Article 38

Compliance with Export Quotas

(Deleted)

Article 39

Shipments of Coffee from Dependent Territories

(Deleted)

Article 40

Exports not Charged to Quotas

(Deleted)

Article 41

Regional and Inter-regional Price Arrangements

(Deleted)

Article 42

Survey of Market Trends

(Deleted)

CHAPTER VIII - CERTIFICATES OF ORIGIN AND RE-EXPORT

Article 43

Certificates of Origin and Re-export

(Deleted)

CHAPTER IX - PROCESSED COFFEE

Article 44

Measures relating to Processed Coffee

(Deleted)

CHAPTER X - REGULATION OF IMPORTS

Article 45

Regulation of Imports

(Deleted)

CHAPTER XI - INCREASE OF CONSUMPTION

Article 46

Promotion

(Deleted)

Article 47

Removal of Obstacles to Consumption

(Deleted)

CHAPTER XII - PRODUCTION POLICY AND CONTROLS

Article 48

Production Policy and Controls

(Deleted)

CHAPTER XIII - REGULATION OF STOCKS

Article 49

Policy Relative to Coffee Stocks

(Deleted)

CHAPTER XIV - MISCELLANEOUS OBLIGATIONS OF MEMBERS

Article 50

Consultation and Co-operation with the Trade

(Deleted)

Article 51

Barter

(Deleted)

Article 52

Mixtures and Substitutes

(1) Members shall not maintain any regulations requiring the mixing, processing or using of other products with coffee for commercial resale as coffee. Members shall endeavour to prohibit the sale and advertisement of products under the name of coffee if such products contain less than the equivalant of 90 percent of green coffee as the basic raw material.

(2) The Executive Director shall submit to the Council an annual report on compliance with the provisions of this Article.

(3) The Council may recommend to any Member that it take the necessary steps to ensure observance of the provisions of this Article.

CHAPTER XV - SEASONAL FINANCING

Article 53

Seasonal Financing

(Deleted)

CHAPTER XVI - DIVERSIFICATION FUND

Article 54

Diversification Fund

(Deleted)

CHAPTER XVII - INFORMATION AND STUDIES

Article 55

(Modified)

Information

(1) The Organization shall act as a centre for the collection, exchange and publication of.

(a) statistical information on world production, production trends, prices, exports and imports, distribution and consumption of coffee; and

(b) in so far as is considered appropriate, technical information on the cultivation, processing and utilization of coffee.

(2) The Council may require Members to furnish such information as it considers necessary for its operations, including regular statistical reports on coffee production, production trends, exports and imports,

distribution, consumption, stocks and taxation, but no information shall be published which might serve to identify the operations of persons or companies producing, processing or marketing coffee. The Members shall furnish information requested in as detailed and accurate a manner as is practicable.

(3) If a Member fails to supply, or finds difficulty in supplying, within a reasonable time, statistical and other information required by the Council for the proper functioning of the Organization, the Council may require the Member concerned to explain the reasons for non-compliance. If it is found that technical assistance is needed in the matter, the Council may take any necessary measures.

Article 56

Studies

(1) The Council may promote studies in the fields of the economics of coffee production and distribution, the impact of governmental measures in producing and consuming countries on the production and consumption of coffee, the opportunities for expansion of coffee consumption for traditional and possible new uses, and the effects of the operation of the Agreement on producers and consumers of coffee, including their terms of trade.

(2) The Organization may study the practicability of establishing minimum standards for exports of coffee from producing Members. Recommendations in this regard may be discussed by the Council.

CHAPTER XVIII - WAIVER

Article 57

(Modified)

Waiver

(1) The Council by a distributed two-thirds majority vote may relieve a Member of an obligation, on account of exceptional or emergency circumstances, force majeure, constitutional obligations, or international obligations under the United Nations Charter [1] for territories administered under the trusteeship system.

(2) The Council, in granting a waiver to a Member, shall state explicitly the terms and conditions on which and the period for which the Member is relieved of such obligation.

(3) (Deleted)

CHAPTER XIX - CONSULTATIONS, DISPUTES AND COMPLAINTS

Article 58

(Modified)

Consultations

Each Member shall accord sympathetic consideration to, and shall afford adequate opportunity for, consultation regarding such representations as may be made by another Member with respect to any matter relating to the Agreement. In the course of such consultation, on request by either party and with the consent of the other, the Executive Director shall establish an independent panel which shall use

[1] TS 993, 59 Stat. 1031. [Footnote added by the Department of State.]

its good offices with a view to conciliating the parties. The costs of the panel shall not be chargeable to the Organization. If a party does not agree to the establishment of a panel by the Executive Director, or if the consultation does not lead to a solution, the matter may be referred to the Council (.) If the consultation does lead to a solution, it shall be reported to the Executive Director who shall distribute the report to all Members.

Article 59

Disputes and Complaints

(Deleted)

CHAPTER XX - FINAL PROVISIONS

Article 60

Signature

(Deleted)

Article 61

Ratification

(Deleted)

Article 62

Entry into Force

(Deleted)

Article 63

(Modified)

Accession

(1) The Government of any State Member of the United Nations or of any of its specialized agencies may accede to this Agreement upon conditions that shall be established by the Council. ( )

(2) Each Government depositing an instrument of accession shall, at the time of such deposit, indicate whether it is joining the Organization as an exporting Member or an importing Member, as defined in paragraphs (7) and (8) of Article 2.

Article 64

Reservations

Reservations may not be made with respect to any of the provisions of the Agreement.

Article 65

(Modified)

Notifications in respect of Dependent Territories

(1) Any Government may, at the time of ( ) deposit of an instrument of ( ) acceptance or accession, or at any time thereafter, by notification to the Secretary-General of the United Nations, declare that the extended Agreement shall apply to any of the territories for the international relations of which it is responsible and the extended Agreement shall apply to the territories named therein from the date of such notification.

43-377 O - 75 - 28

(2) Any Contracting Party which desires to exercise its rights under Article 4 in respect of any of its dependent territories, or which desires to authorize one of its dependent territories to become part of a Member Group formed under Article 5 or 6, may do so by making a notification to that effect to the Secretary-General of the United Nations, either at the time of deposit of its instrument of ( ) acceptance or accession, or at any later time.

(3) Any Contracting Party which has made a declaration under paragraph (1) of this Article may at any time thereafter, by notification to the Secretary-General of the United Nations, declare that the Agreement shall cease to extend to the territory named in the notification and the Agreement shall cease to extend to such territory from the date of such notification.

(4) The Government of a territory to which the Agreement has been extended under paragraph (1) of this Article and which has subsequently become independent may, within 90 days after the attainment of independence, declare by notification to the Secretary-General of the United Nations that it has assumed the rights and obligations of a Contracting Party to the Agreement. It shall, as from the date of such notification, become a party to the Agreement.

Article 66

Voluntary Withdrawal

Any Contracting Party may withdraw from the Agreement at any time by giving a written notice of withdrawal to the Secretary-General of the United Nations. Withdrawal shall become effective 90 days after the notice is received.

Article 67

Compulsory Withdrawal

If the Council determines that any Member has failed to carry out its obligations under the Agreement and that such failure significantly impairs the operations of the Agreement, it may by a distributed two-thirds majority vote require the withdrawal of such Member from the Organization. The Council shall immediately notify the Secretary-General of the United Nations of any such decision. Ninety days after the date of the Council's decision that Member shall cease to be a Member of the Organization and, if such Member is a Contracting Party, a party to the Agreement.

Article 68

Settlement of Accounts with Withdrawing Members

(1) The Council shall determine any settlement of accounts with a withdrawing Member The Organization shall retain any amounts already paid by a withdrawing Member and such Member shall remain bound to pay any amounts due from it to the Organization at the time the withdrawal becomes effective; provided, however, that in the case of a Contracting Party which is unable to accept an amendment and consequently either withdraws or ceases to participate in the Agreement under the provisions of paragraph (2) of Article 70, the Council may determine any settlement of accounts which it finds equitable

(2) A Member which has withdrawn or which has ceased to participate in the Agreement shall not be entitled to any share of the proceeds of liquidation or the other assets of the Organization upon termination of the Agreement under Article 69

Article 69

(Modified) 1/

Duration and Termination

Negotiation of a new Agreement

(1) The extended Agreement, subject to the provisions of paragraph (2), shall remain in force until 30 September 1975 or until a new Agreement has entered into force, whichever is the earlier.

(2) The Council may at any time, by vote of a majority of the Members having not less than a distributed two-thirds majority of the total votes, decide to terminate the Agreement. Such termination shall take effect on such date as the Council shall decide.

(3) Notwithstanding termination of the Agreement, the Council shall remain in being for as long as necessary to carry out the liquidation of the Organization, settlement of its accounts and disposal of its assets and shall have during that period such powers and functions as may be necessary for those purposes.

(4) The Council may, by a vote of 58 percent of the Members having not less than a distributed majority of 70 percent of the total votes, negotiate a new Agreement for such period as the Council shall determine

1/ Paragraph 2 of this Article corresponds to paragraph 3 of Article 69 of the 1968 Agreement and paragraph 3 of this Article corresponds to paragraph 4 of Article 69 of the 1968 Agreement.

Article 70

Amendment

(1) The Council by a distributed two-thirds majority vote may recommend an amendment of the Agreement to the Contracting Parties. The amendment shall become effective 100 days after the Secretary-General of the United Nations has received notifications of acceptance from Contracting Parties representing at least 75 percent of the exporting countries holding at least 85 percent of the votes of the exporting Members, and from Contracting Parties representing at least 75 percent of the importing countries holding at least 80 percent of the votes of the importing Members. The Council may fix a time within which each Contracting Party shall notify the Secretary-General of the United Nations of its acceptance of the amendment and if the amendment has not become effective by such time, it shall be considered withdrawn. The Council shall provide the Secretary-General with the information necessary to determine whether the amendment has become effective.

(2) Any Contracting Party, or any dependent territory which is either a Member or a party to a Member group, on behalf of which notification of acceptance of an amendment has not been made by the date on which such amendment becomes effective, shall as of that date cease to participate in the Agreement.

Article 71

(Modified)

Notifications by the Secretary-General

The Secretary-General of the United Nations shall notify all Contracting Parties to the International Coffee Agreement 1968 and all other Governments of States Members of the United Nations or of any of its specialized agencies, of each deposit of an instrument of (...) acceptance or accession (...). The Secretary-General of the United Nations shall also notify all Contracting Parties of each notification under Articles 5 (...), 65, 66 or 67, of the date (...) on which the Agreement is terminated under Article 69; and of the date on which an amendment becomes effective under Article 70.

Article 72

(Modified)

Supplementary and Transitional Provisions

(1) The present Agreement shall be considered as a continuation of the International Coffee Agreement 1962.

(2) In order to facilitate the uninterrupted continuation of the Agreement:

(a) All acts by or on behalf of the Organization or any of its organs (...) in effect on 30 September 1973 and the terms of which do not provide for expiry on that date, shall remain in effect unless they have been changed under the provisions of the present Agreement. Except

as provided in sub-paragraphs (b) and (c) hereof all acts based on the deleted Articles of the International Coffee Agreement 1968 are expressly revoked with effect from 1 October 1973

(b) After 30 September 1973 the Diversification Fund shall remain in being for as long as is necessary to carry out its liquidation, the settlement of its accounts and the disposal of its assets. During that period the Council may adopt such amendments to the Statutes as it deems necessary for those purposes

(c) After 30 September 1973 the World Coffee Promotion Committee shall remain in being for as long as is necessary to carry out the liquidation of the Promotion Fund, the settlement of its accounts and the disposal of its assets

(d) All decisions (..) taken by the Council during the coffee year 1972/73 for application in coffee year 1973/74 shall (...) apply on a provisional basis as if the extension of the Agreement had become effective.

(.)

The texts of this Agreement in the English, French, Portuguese (..) and Spanish languages shall all be equally authentic. The originals shall be deposited in the archives of the United Nations and the Secretary-General of the United Nations shall transmit certified copies thereof to each (.) Contracting Party to the Agreement.

ANNEX A

Basic Export Quotas

(Deleted)

ANNEX B

Non-quota Countries of Destination Referred to in Article 40, Chapter VII

(Deleted)

ANNEX C

Distribution of Votes

(Deleted)

21474

ANNEX D

EXPORTING COUNTRIES' DISTRIBUTION OF VOTES

Exporting Country	Votes		
	Basic	Remaining	Total
TOTAL	136	864	1,000
Bolivia	4	-	4
Brazil	4	327	331
Burundi	4	4	8
Colombia	4	109	113
Costa Rica	4	17	21
Dominican Republic	4	8	12
Ecuador	4	12	16
El Salvador	4	30	34
Ethiopia	4	23	27
Ghana	4	-	4
Guatemala	4	28	32
Guinea	4	2	6
Haiti	4	8	12
Honduras	4	7	11
India	4	7	11
Indonesia	4	21	25
Jamaica	4	-	4
Kenya	4	13	17
Liberia	4	-	4
Mexico	4	27	31
Nicaragua	4	9	13
Nigeria	4	-	4
OAMCAF	4	84	88
OAMCAF			(4)
Cameroon			(15)
Central African Republic			(3)
Congo, People's Republic			(1)
Dahomey			(1)
Gabon			(1)
Ivory Coast			(46)
Madagascar			(14)
Togo			(3)
Panama	4	-	4
Paraguay	4	-	4
Peru	4	12	16
Portugal	4	43	47
Rwanda	4	2	6
Sierra Leone	4	2	6
Tanzania	4	11	15
Trinidad and Tobago	4	-	4
Uganda	4	37	41
Venezuela	4	5	9
Zaire	4	16	20

ANNEX 2

DISTRIBUTION OF VOTES

COUNTRY	Exporting	Importing
Australia	-	9
Austria	-	13
Belgium*	-	27
Bolivia	4	-
Brazil	331	-
Burundi	8	-
Canada	-	32
Colombia	113	-
Costa Rica	21	-
Cyprus	-	5
Czechoslovakia	-	10
Denmark	-	24
Dominican Republic	12	-
Ecuador	16	-
El Salvador	34	-
Ethiopia	27	-
Federal Republic of Germany	-	103
Finland	-	21
France	-	79
Ghana	4	-
Guatemala	32	-
Guinea	6	-
Haiti	12	-
Honduras	11	-
India	11	-
Indonesia	25	-
Israel	-	7
Italy	-	54
Jamaica	4	-
Japan	-	28
Kenya	17	-
Liberia	4	-
Mexico	31	-
Netherlands	-	42
New Zealand	-	7
Nicaragua	13	-
Nigeria	4	-
Norway	-	16
OAMCAF	(88)	-
OAMCAF	(4) 1/	-
Cameroon	15	-
Central African Republic	3	-
Congo, People's Republic	1	-
Dahomey	1	-
Gabon	1	-
Ivory Coast	46	-
Madagascar	14	-
Togo	3	-
Panama	4	-
Paraguay	4	-
Peru	16	-
Portugal	47	-
Rwanda	6	-
Sierra Leone	6	-
Spain	-	26
Sweden	-	37
Switzerland	-	23
Tanzania	15	-
Trinidad & Tobago	4	-
Uganda	41	-
United Kingdom	-	51
United States of America	-	386
Venezuela	9	-
Zaire	20	-
TOTAL	996	1,000

* Includes Luxembourg

1/ Basic votes not attributable to individual contracting parties under Article 5 (4) (b)

CERTIFIED A TRUE AND COMPLETE COPY of the English text of Resolution number 264 as approved under the provisions of paragraph (2) of Article 69 of the International Coffee Agreement 1968 at the second plenary meeting of the Twenty-second Session of the International Coffee Council on 14 April 1973, as verified by the Language Editing Group established by the Council and as sent to the Secretary-General of the United Nations.

ALEXANDRE F BELTRÃO

Executive Director
International Coffee Organization

London 14th May 1973

[SEAL]

INTERNATIONAL COFFEE ORGANIZATION
ORGANIZACION INTERNACIONAL DEL CAFE
ORGANIZAÇÃO INTERNACIONAL DO CAFE
ORGANISATION INTERNATIONALE DU CAFE

PROROGATION DE

L'ACCORD INTERNATIONAL DE 1968 SUR LE CAFE

Texte de la Résolution numero 264
Adoptée a la vingt-deuxième session du
Conseil international du Café (12 – 14 avril 1973)

RESOLUTION NUMERO 264

(Adoptée à la deuxième séance plénière, le 14 avril 1973)

PROROGATION DE L'ACCORD INTERNATIONAL DE 1968 SUR LE CAFE

LE CONSEIL INTERNATIONAL DU CAFE

CONSIDERANT :

L'Accord international de 1968 sur le Café qui, sous réserve des dispositions de l'Article 69, reste en vigueur jusqu'au 30 septembre 1973;

Les délais dont il faut disposer pour négocier un nouvel Accord et accomplir les formalités et procédures constitutionnelles relatives à l'approbation, la ratification ou l'acceptation, qui ne permettront pas à un nouvel Accord d'entrer en vigueur au 1 octobre 1973;

Le paragraphe 2 de l'Article 69, en vertu duquel le Conseil peut proroger l'Accord international de 1968 sur le Café avec ou sans modification; et

Le besoin de proroger l'Accord international de 1968 sur le Café afin de laisser le temps nécessaire pour la négociation d'un nouvel Accord,

DECIDE

1 De proroger, avec les modifications énoncées à l'Annexe 1 à la présente Résolution, l'Accord international de 1963 sur le Café jusqu'au 30 septembre 1975

2. D'établir que l'Accord international de 1963 sur le Café tel que prorogé conformément au paragraphe 1 de la présente Résolution restera en vigueur entre les Parties Contractantes à l'Accord qui ont notifié leur acceptation de cet Accord au Secrétaire général des Nations Unies au 30 septembre 1973 si, à cette date, ces Parties Contractantes représentent au moins vingt Membres exportateurs ayant la majorité des voix des Membres exportateurs et au moins dix Membres importateurs ayant la majorité des voix des Membres importateurs. Les voix à cette fin seront réparties de la manière indiquée à l'Annexe 2 à la présente Résolution.

3. Si une Partie Contractante notifie qu'elle accepte l'Accord tel que prorogé sous réserve des procédures constitutionnelles appropriées, cette notification est considérée comme de même effet qu'une notification d'acceptation et en conséquence la Partie Contractante intéressée a tous les droits et obligations d'un Membre. Si le Secrétaire général des Nations Unies n'a pas reçu confirmation que ces procédures constitutionnelles ont été accomplies, avant le 31 mars 1974 ou à une date ultérieure à déterminer par le Conseil, ladite Partie Contractante cessera d'être Partie à l'Accord à cette date.

4. De charger le Directeur exécutif de transmettre cette Résolution au Secrétaire général des Nations Unies en le priant de notifier aux Parties Contractantes, conformément aux dispositions de l'Article 71 de l'Accord, la date jusqu'à laquelle l'Accord est prorogé.

ANNEXE 1

ACCORD INTERNATIONAL DE 1968 SUR LE CAFE TEL QUE PROROGE

PARTIE A

L'Accord international de 1968 sur le Café se trouve modifié de la manière suivante

PREAMBULE

Paragraphe 3 Les mots "à l'accumulation de stocks qui sont une lourde charge" sont supprimés.

Paragraphe 4 Le texte actuel est supprimé.

Paragraphe 5 Le texte actuel est supprimé pour être remplacé par le libellé suivant

"Notant qu'il n'a pas été possible d achever la négociation d'un nouvel Accord international sur le Café et qu'il est nécessaire de disposer d'un délai supplémentaire à cette fin,"

ARTICLE 1 Le texte actuel est supprimé pour être remplacé par le libellé suivant

"Les objectifs de l'Accord sont

1) De préserver et d'encourager entre les producteurs et les consommateurs la compréhension nécessaire pour la conclusion d'un nouvel Accord international sur le Café et d'éviter les conséquences, préjudiciables aux uns et aux autres, qu'entraînerait la fin de la coopération internationale;

2) De maintenir l'Organisation internationale du Café :

a) Comme tribune pour la négociation d'un nouvel Accord,

b) Comme centre compétent et efficace pour le rassemblement et la diffusion d'informations statistiques sur le commerce international du café, en particulier sur les prix, les exportations, les importations, les stocks, la distribution et la consommation, ainsi que sur la production et les tendances de la production."

ARTICLE 2

Paragraphe 4) : Le texte actuel est supprimé pour être remplacé par le libellé suivant

"'Exportation de café' désigne tout envoi de café qui quitte le territoire du pays ur lequel ce café a été produit, à cela près que l'envoi de café de l'un des territoires dépendants d'un pays Membre à destination du territoire métropolitain ou d'un autre de ses territoires dépendants, pour la consommation intérieure sur le territoire métropolitain ou l'un quelconque de ses territoires dépendants, ne sera pas considéré comme une exportation de café."

Paragraphe 6) Ajouter les mots suivants, après les mots "'Membre' signifie une Partie Contractante" "y compris une organisation intergouvernementale qui, comme prévu à l'Article 3, a adhéré à l'Accord;".

Les paragraphes 12), 15), 16) et 17) sont supprimés.

ARTICLE 3

Paragraphe 3) . Le texte actuel est supprimé pour être remplacé par les paragraphes 3), 4) et 5) ci-après

"3) Toute mention du mot "gouvernement", dans le présent Accord, est réputée valoir pour la Communauté économique européenne ou une organisation intergouvernementale ayant des responsabilités comparables en ce qui concerne la négociation, la conclusion et l'application d'accords internationaux, en particulier d'accorda sur des produits de base. En conséquence, toute mention, dans le présent Accord, d'une adhésion par un gouvernement, en vertu de l'Article 63, est reputée valoir aussi pour l'adhésion par une telle organisation intergouvernementale

4) Une telle organisation intergouvernementale n'a pas elle-même de voix, mais, en cas de vote sur les questions relevant de sa compétence, elle est autorisée à disposer des voix de sea Etats membres, et elle les exprime en bloc. Dans ce

43-377 O - 75 - 29

cas, les Etats membres de cette organisation intergouvernementale ne sont pas autorisés à exercer individuellement leurs droits de vote.

5) Les dispositions du paragraphe 1) de l'Article 15 ne sont pas applicables à une telle organisation intergouvernementale; toutefois, elle peut participer aux discussions du Comité exécutif sur les questions relevant de sa compétence. En cas de vote sur des questions relevant de sa compétence et par dérogation aux dispositions du paragraphe 1) de l'Article 18, les voix dont ses Etats membres sont autorisés à disposer au Comité exécutif sont exprimées en bloc par l'un quelconque de ces Etats membres."

ARTICLE 5

Paragraphe 1) : Les mots ci-après sont supprimés "d'approbation, de ratification"

Paragraphe 2) L'alinéa a) est supprimé.

ARTICLE 12

Paragraphe 3) . Le texte actuel est supprimé pour être remplacé par le libellé suivant "Le restant des voix des Membres exportateurs est réparti conformément à l'Annexe D."

Paragraphe 6) Le renvoi aux "Articles 25, 38, 45, 48, 54 ou 59" est supprimé pour être remplacé par un renvoi à "l'Article 25".

ARTICLE 17

Paragraphe 2) . Les alinéas b), c), d), e) et g) sont supprimés;

A l'alinéa j), supprimer les mots "proroger ou".

ARTICLE 25

Paragraphe 3) · Les termes "soit des Articles 38, 45, 48, 54 ou 59" sont supprimés.

ARTICLES 27 - 51 Ces articles sont supprimés.

ARTICLES 53 - 54 Ces articles sont supprimés.

ARTICLE 55

Paragraphe 1) Alinéa a) Insérer les mots "les tendances de la production" entre les termes "la production" et "les prix".

Paragraphe 2) : Insérer les mots "les tendances de la production" entre les termes "la production" et "les exportations"

ARTICLE 57

Le paragraphe 3) est supprimé.

ARTICLE 58

Les mots "conformément à l'Article 59" sont supprimés.

ARTICLES 59, 60, 61 et 62

Ces articles sont supprimés.

ARTICLE 63

Paragraphe 1) Toute la fin du paragraphe, à partir de la deuxième phrase, qui commence par les mots "S'il s'agit d'un pays exportateur ", est supprimée.

ARTICLE 65

Paragraphe 1) . Les mots "de sa signature ou" et, plus loin, "d'approbation, de ratification", sont supprimés. Dans la première et dans la deuxième partie du premier paragraphe, le terme "prorogé" est inséré après "Accord"

Paragraphe 2) . Les mots "d'approbation, de ratification", sont supprimés.

ARTICLE 69

Le texte actuel est supprimé [1/] pour être remplacé par le libellé suivant

"1) L'Accord prorogé restera en vigueur, sous réserve des dispositions du paragraphe 2), jusqu'au 30 septembre 1975 ou jusqu'à l'entrée en vigueur d'un nouvel Accord, selon celle des deux dates qui sera la plus proche

1/ Il convient de noter que le paragraphe 2) du présent Article correspond au paragraphe 3) de l'Article 69 de l'Accord de 1968, tandis que le paragraphe 3) du présent Article correspond au paragraphe 4) de l'Article 69 de l'Accord de 1968.

2) Le Conseil peut à tout moment, s'il en décide ainsi à la majorité des Membres, mais au moins à la majorité répartie des deux tiers des voix, décider de résilier l'Accord. Cette résiliation prend effet à dater du moment que le Conseil décide.

3) Nonobstant l'expiration ou la résiliation de l'Accord, le Conseil continue à exister aussi longtemps qu'il le faut pour liquider l'Organisation, apurer ses comptes et disposer de ses avoirs; il a, pendant cette période, les pouvoirs et fonctions qui peuvent lui être nécessaires à cet effet.

4) Le Conseil peut, par decision prise par 58 pour cent des Membres ayant au moins la majorité répartie de 70 pour cent du total des voix, négocier un nouvel Accord pour le temps qu'il détermine "

ARTICLE 71

Première phrase La date "1962" est supprimée et remplacée par "1968" Les mots "d'approbation", "de ratificstion" et le membre de phrase "ainsi que les dates où l'Accord entre en vigueur provisoirement ou définitivement" sont supprimes.

Deuxième phrase Les mots "62 paragraphe 2)" et le membre de phrase "est prorogé ou" sont supprimés.

ARTICLE 72

Paragraphe 2) . Le texte actuel est supprimé pour être remplacé par le libellé suivant :

"2) Afin de faciliter l'application ininterrompue de l'Accord .

a) Toutes les mesures prises, soit directement par l'Organisation ou l'un de ses organes, soit en leur nom, qui sont en vigueur au 30 septembre 1973 et dont il n'est pas spécifié que leur effet expire à cette date restent en vigueur, à moins qu'elles n'aient été modifiées par les dispositions du présent Accord. A l'exception de celles qui sont visées aux alinéas b) et c) ci-après, toutes les mesures prises en vertu des Articles supprimés de l'Accord international de 1968 sur le Café sont expressément annulées à compter du 1 octobre 1973.

b) Après le 30 septembre 1973, le Fonds de diversification continue d'exister aussi longtemps qu'il le faut pour procéder à sa liquidation, apurer ses comptes et disposer de ses avoirs. Pendant cette période, le Conseil peut adopter les amendements aux Statuts qu'il juge nécessaires à cet effet.

c) Après le 30 septembre 1973, le Comité mondial de propagande du Café continue d'exister aussi longtemps qu'il le faut pour procéder à la liquidation du Fonds de propagande, apurer ses comptes et disposer de ses avoirs.

d) Toutes les décisions prises par le Conseil au cours de l'année caféière 1972/73 en vue de leur application au cours de l'année caféière 1973/74 seront appliquées à titre provisoire comme si la prorogation de l'Accord avait pris effet."

Supprimer le paragraphe commençant par les mots "EN FOI DE QUOI "

Dernier paragraphe La mention de la langue russe est supprimée; les mots "chaque gouvernement signataire ou adherent" sont supprimés et remplacés par "les Parties Contractantes à l'Accord".

ANNEXES A, B et C

Ces Annexes sont supprimées.

ANNEXE D

Cette Annexe constitue un élément nouveau.

ANNEXE D

PAYS EXPORTATEURS REPARTITION DES VOIX

Pays exportateur	Nombre de voix		
	Chiffre de base	Restant des voix	Total
TOTAL	136	864	1 000
Bolivie	4	-	4
Brésil	4	327	331
Burundi	4	4	8
Colombie	4	109	113
Costa Rica	4	17	21
El Salvador	4	30	34
Equateur	4	12	16
Ethiopie	4	23	27
Ghana	4	-	4
Guatemala	4	28	32
Guinée	4	2	6
Haïti	4	8	12
Honduras	4	7	11
Inde	4	7	11
Indonésie	4	21	25
Jamaïque	4	-	4
Kenya	4	13	17
Libéria	4	-	4
Mexique	4	27	31
Nicaragua	4	9	13
Nigéria	4	-	4
OAMCAF	4	84	88
OAMCAF			(4)
Cameroun			(15)
Congo			(1)
Côte d'Ivoire			(46)
Dahomey			(1)
Gabon			(1)
Madagascar			(14)
République centrafricaine			(3)
Togo			(3)
Ouganda	4	37	41
Panama	4	-	4
Paraguay	4	-	4
Pérou	4	12	16
Portugal	4	43	47
République Dominicaine	4	8	12
Rwanda	4	2	6
Sierra Leone	4	2	6
Tanzanie	4	11	15
Trinité et Tobago	4	-	4
Venezuela	4	5	9
Zaïre	4	16	20

PARTIE B

Le texte de l'Accord international de 1968 sur le Café tel que prorogé est reproduit ci-après 1/

ACCORD INTERNATIONAL DE 1968 SUR LE CAFE TEL QUE PROROGE

Préambule

(modifié)

Les Gouvernements Parties au présent Accord,

Reconnaissant que le café revêt une importance exceptionnelle pour l'économie de beaucoup de pays, qui dépendent dans une large mesure de ce produit pour leurs recettes d'exportation et par conséquent pour continuer leurs programmes de développement social et économique,

Considérant qu'une étroite coopération internationale dans le domaine de la distribution du café encouragera les pays producteurs de café à diversifier leur production et a développer leur économie, et contribuera ainsi à renforcer les liens politiques et économiques entre producteurs et consommateurs,

Fondés à craindre que la tendance ne soit au déséquilibre chronique entre la production et la consommation (.) et à d'amples fluctuations de prix, situation préjudiciable aux producteurs comme aux consommateurs,

( )

1/ Note : Autant que possible, les mots et membres de phrase nouveaux ont été soulignés, tandis que les suppressions ont été indiquées par des points de suspension entre parenthèses ( )

Notant qu'il n'a pas été possible d'achever la négociation d'un nouvel Accord international sur le Café et qu'il est nécessaire de disposer d'un délai supplémentaire à cette fin,

Sont convenus de ce qui suit

CHAPITRE PREMIER - OBJECTIFS

Article premier

(modifié)

Objectifs

Les objectifs de l'Accord sont :

1) De préserver et d'encourager entre les producteurs et les consommateurs la compréhension nécessaire pour la conclusion d'un nouvel Accord international sur le Café et d'éviter les conséquences, préjudiciables aux uns et aux autres, qu'entraînerait la fin de la coopération internationale,

2) De maintenir l'Organisation internationale du Café :

a) Comme tribune pour la négociation d'un nouvel Accord;

b) Comme centre compétent et efficace pour le rassemblement et la diffusion d'informations statistiques sur le commerce international du café, en particulier sur les prix, les exportations, les importations, les stocks, la distribution et la consommation, ainsi que sur la production et les tendances de la production.

CHAPITRE II - DEFINITIONS

Article 2

(modifié)

Définitions

Aux fins de l'Accord :

1) "Café" désigne le grain et la cerise du caféier, qu'il s'agisse de café en parche, de café vert ou de café torréfié, et comprend le café moulu, le café décaféiné, le café liquide et le café soluble. Ces termes ont la signification suivante .

a) "Café vert" désigne tout café en grain, déparché, avant torréfaction,

b) "Cerise de café" désigne le fruit entier du caféier; l'équivalent en café vert du café en cerise s'obtient en multipliant par 0,50 le poids net des cerises séchées;

c) "Café en parche" désigne le grain de café vert dans sa parche, l'équivalent en café vert du café en parche s'obtient en multipliant par 0,80 le poids net du café en parche,

d) "Café torréfié" désigne le café vert torréfié à un degré quelconque, et comprend le café moulu, l'équivalent en café vert du café torréfié s'obtient en multipliant par 1,19 le poids net du café torréfié,

e) "Café décaféiné" désigne le café vert, torréfié ou soluble, après extraction de caféine, l'équivalent en café vert du café décaféiné s'obtient en multipliant par 1,00, 1,19 ou 3,00 respectivement, le poids net du café décaféiné vert, torréfié ou soluble;

f) "Café liquide" désigne les solides solubles dana l'eau obtenus a partir du café torréfié et présentés sous forme liquide, l'équivalent en café vert du café liquide s'obtient en multipliant par 3,00 le poids net des solides de café déshydratés contenus dans le café liquide;

g) "Cafe soluble" désigne les solides, déshydratés et solubles dans l'eau, obtenus à partir du café torréfié, l'équivalent en café vert du café soluble s'obtient en multipliant par 3,00 le poids net du café soluble

2) "Sac" désigne 60 kg, soit 132,276 livres, de café vert, "tonne" désigne la tonne métrique de 1 000 kg, soit 2 204,6 livres; "livre" désigne 453,597 grammes.

3) "Année caféière" désigne la période de douze mois qui va du 1 octobre au 30 septembre

4) "Exportation de café" désigne tout envoi de café qui quitte le territoire du pays sur lequel ce cafe a été produit, à cela près que l'envoi de café de l'un des territoires dépendants d'un pays Membre à destination du territoire metropolitain ou d'un autre de ses territoires dependants, pour la consommation intérieure sur le territoire métropolitain ou l'un quelconque de ses territoires dépendants, ne sera pas considéré comme une exportation de café.

5) "Organisation" signifie l'Organisation internationale du Café; "Conseil" signifie le Conseil international du Café; "Comité" signifie le Comité exécutif, mentionnés à l'Article 7 de l'Accord.

6) "Membre" signifie une Partie Contractante, y compris une organisation intergouvernementale qui, comme prevu à l'Article 3, a adhéré à l'Accord, un ou des territoires dépendants déclarés comme Membre séparé en vertu de l'Article 4, plusieurs Parties Contractantes, plusieurs territoires dépendants, ou plusieurs Parties Contractantes et territoires dépendants qui font partie de l'Organisation en tant que groupe Membre, en vertu des Articles 5 ou 6

7) "Membre exportateur" ou "pays exportateur" désigne respectivement un Membre ou un pays qui est exportateur net de café, c'est-à-dire dont les exportations dépassent les importations.

8) "Membre importateur" ou "pays importateur" désigne respectivement un Membre ou un pays qui est importateur net de café, c'est-à-dire dont les importations dépassent les exportations.

9) "Membre producteur" ou "pays producteur" designe respectivement un Membre ou un pays qui produit du café en quantites suffisantes pour avoir une signification commerciale

10) "Majorité répartie simple" signifie la majorite absolue des voix exprimées par les Membres exportateurs presents votant, et la majorité absolue des voix exprimées par les Membres importateurs présents votant

11) "Majorité répartie des deux tiers" signifie les deux tiers des voix exprimées par les Membres exportateurs présents votant, et les deux tiers des voix exprimées par les Membres importateurs présents votant.

12) (Supprimé)

13) "Production exportable" désigne la production totale de café d'un pays exportateur pendant une année caféière donnée, diminuée de la quantité prévue pour les besoins de la consommation intérieure pendant la même année.

14) "Quantités disponibles pour l'exportation" désigne la production exportable d'un pays exportateur pendant une année caféière donnée, augmentée des stocks reportés des années précédentes.

15) (Supprimé)

16) (Supprimé)

17) (Supprimé)

CHAPITRE III - MEMBRES

Article 3

(modifié)

Membres de l'Organisation

1) Chaque Partie Contractante constitue, avec ceux de ses territoires dépendants auxquels l'Accord s'applique en vertu du paragraphe 1) de l'Article 65, un seul et même Membre de l'Organisation, sous réserve des dispositions prévues aux Articles 4, 5 et 6.

2) Dans des conditions à convenir par le Conseil, un Membre peut entrer dans une catégorie différente de celle qu'il a indiquée lorsqu'il a initialement approuvé, ratifié ou accepté l'Accord, ou adhéré à celui-ci.

3) Toute mention du mot "gouvernement" dans le présent Accord, est réputée valoir pour la Communauté économique européenne ou une organisation intergouvernementale ayant des responsabilités comparables en ce qui concerne la négociation, la conclusion et l'application d'accords internationaux, en particulier d'accords sur des produits de base En conséquence, toute mention, dans le présent Accord, d'une adhésion par un gouvernement, en vertu de l'Article 63, est réputee valoir aussi pour l'adhésion par une telle organisation intergouvernementale

4) Une telle organisation intergouvernementale n'a pas elle-même de voix, mais, en cas de vote sur les questions relevant de sa compétence, elle est autorisée à disposer des voix de ses Etats membres, et elle les exprime en bloc Dans ce cas, les Etats membres de cette organisation intergouvernementale ne sont pas autorisés à exercer individuellement leurs droits de vote

5) Les dispositions du paragraphe 1) de l'Article 15 ne sont pas applicables a une telle organisation intergouvernementale, toutefois, elle peut participer aux discussions du Comité exécutif sur les questions relevant de sa compétence En cas de vote sur des questions relevant de sa compétence et par dérogation aux dispositions du paragraphe 1) de l'Article 10, les voix dont ses Etats membres sont autorisés à disposer au Comité exécutif sont exprimées en bloc par l'un quelconque de ces Etats membres.

Article 4

Participation separee de territoires dépendants

Toute Partie Contractante qui est importatrice nette de café peut, à tout moment, par la notification prevue au paragraphe 2) de l'Article 65, déclarer qu'elle participe à l'Organisation indépendamment de tout territoire qu'elle specifie parmi ses territoires dependants qui sont exportateurs nets de café Dans ce cas, le territoire métropolitain et les territoires dépendants non spécifiés constituent un seul et même Membre, et les territoires dépendants specifies ont, individuellement ou collectivement selon les termes de la notification, la qualité de Membre distinct

Article 5

(modifié)

Participation initiale en groupe

1) Deux ou plusieurs Parties Contractantes qui sont exportatrices nettes de café peuvent, par notification adressee au Secrétaire genéral des Nations Unies lors du depôt de leurs instruments respectifs ( ) d'acceptation ou d'adhésion, ainsi qu'au Conseil, déclarer qu'elles entrent dans l'Organisation en tant que groupe Un territoire dépendant auquel l'Accord s'applique en vertu du paragraphe 1) de l'Article 65 pout faire partie d'un tel groupe si le gouvernement de l'Etat qui assure ses relations internationales a adresse la notification prévue au paragraphe 2) de l'Article 65 Ces Parties Contractantes et ces territoires dépendants doivent remplir les conditions suivantes

a) Se déclarer disposés à accepter la responsabilité, aussi bien individuelle que collective, du respect des obligations de groupe;

b) Prouver par la suite, à la satisfaction du Conseil, que le groupe a l'organisation nécessaire à l'application d'une politique commune en matière de café, et qu'ils ont les moyens de s'acquitter, conjointement avec les autres membres du groupe, des obligations que leur impose l'Accord; et

c) Prouver par la suite au Conseil

i) Soit qu'un précédent accord international sur le Café les a reconnus comme un groupe;

ii) Soit qu'ils ont

a) Une politique commerciale et économique commune ou coordonnée en matière de café;

b) Une politique monétaire et financière coordonnée et les organes nécessaires à l'application de cette politique, de façon que le Conseil soit assuré que le groupe peut se conformer à l'esprit de la participation en groupe et à toutes les obligations collectives qui en découlent.

2) Le groupe Membre constitue un seul et même Membre de l'Organisation, étant toutefois entendu que chaque membre du groupe sera traité en Membre distinct pour toutes les questions qui relèvent des dispositions suivantes

a) Supprimé

b) Articles 10, 11 et 19 (Chapitre IV) et

c) Article 68 (Chapitre XX).

43-377 O - 75 - 30

3) Les Parties Contractantes et les territoires dépendants qui entrent en tant que groupe indiquent le gouvernement ou l'organisation qui les représentera au Conseil pour toutes les questions dont traite l'Accord, à l'exception de celles qui sont énumérées au paragraphe 2) du présent Article.

4) Le droit de vote du groupe s'exerce de la façon suivante :

a) Le groupe Membre a, pour chiffre de base, le même nombre de voix qu'un seul pays Membre entré à titre individuel dans l'Organisation. Le gouvernement ou l'organisation qui représente le groupe reçoit ces voix et en dispose;

b) Au cas où la question mise aux voix rentre dans le cadre des dispositions énoncées au paragraphe 2) du présent Article, les divers membres du groupe peuvent disposer séparément des voix que leur attribue le paragraphe 3) de l'Article 12, comme si chacun d'eux était un Membre individuel de l'Organisation, sauf que les voix du chiffre de base restent attribuées au pays ou à l'organisation qui représente le groupe.

5) Toute Partie Contractante ou tout territoire dépendant qui fait partie d'un groupe peut, par notification au Conseil, se retirer de ce groupe et devenir Membre distinct. Ce retrait prend effet lors de la réception de la notification par le Conseil. Quand un des membres d'un groupe s'en retire ou cesse d'y appartenir parce qu'il se retire de l'Organisation ou pour une autre raison, les autres membres du groupe peuvent demander au Conseil de maintenir ce groupe et le groupe conserve son existence à moins que le Conseil ne rejette cette demande, En cas de

dissolution du groupe, chacun de ses ex-membres devient un Membre distinct. Un Membre qui a cessé d'appartenir à un groupe ne peut pas redevenir membre d'un groupe quelconque tant que l'Accord reste en vigueur

Article 6

Participation ultérieure en groupe

Deux Membres exportateurs ou plus peuvent, une fois que l'Accord est entré en vigueur à leur égard, demander à tout moment au Conseil l'autorisation de se constituer en groupe. Le Conseil les y autorise s'il constate qu'ils lui ont adressé la déclaration et les preuves exigées au paragraphe 1) de l'Article 5. Dès que le Conseil a donné cette autorisation, les dispositions des paragraphes 2), 3), 4) et 5) de l'Article 5 deviennent applicables au groupe.

CHAPITRE IV - CONSTITUTION ET ADMINISTRATION

Article 7

Siège et structure de l'Organisation internationale du Café

1) L'Organisation internationale du Café créée par l'Accord de 1962 continue d'exister pour assurer la mise en oeuvre de l'Accord et en surveiller le fonctionnement.

2) L'Organisation a son siège à Londres, à moins que le Conseil n'en décide autrement à la majorité répartie des deux tiers des voix.

3) L'Organisation exerce ses fonctions par l'intermédiaire du Conseil international du Café, de son Comité exécutif, de son Directeur exécutif et de son personnel.

Article 8

Composition du Conseil international du Café

1) L'Autorité suprême de l'Organisation est le Conseil international du Café, qui se compose de tous les Membres de l'Organisation.

2) Chaque Membre est représenté au Conseil par un représentant et un ou plusieurs suppléants. Chaque Membre peut désigner en outre un ou plusieurs conseillers pour accompagner son représentant ou ses suppléants.

Article 9

Pouvoirs et fonctions du Conseil

1) Le Conseil, investi de tous les pouvoirs que confère expressément l'Accord, a les pouvoirs et assure les fonctions necessaires à l'exécution des dispositions de l'Accord.

2) Le Conseil arrête, à la majorité repartie des deux tiers, les règlements nécessaires à l'exécution de l'Accord et conformes à ses dispositions, notamment son propre règlement intérieur et les règlements applicables à la gestion financière de l'Organisation et à son personnel. Le Conseil peut prévoir dans son règlement intérieur une procédure qui lui permette de prendre, sans se réunir, des décisions sur des points déterminés.

3) En outre, le Conseil tient à jour la documentation nécessaire à l'accomplissement des fonctions que lui confère l'Accord, et toute autre documentation qu'il juge souhaitable. Il publie un rapport annuel.

Article 10

Election du Président et des Vice-Présidents du Conseil

1) Le Conseil élit pour chaque année caféière un Président ainsi qu'un premier, un deuxième et un troisième Vice-Présidents.

2) En règle générale, le président et le premier Vice-Président sont tous deux élus parmi les représentants des Membres exportateurs ou parmi les représentants des Membres importateurs, et les deuxième et troisième Vice-Présidents parmi les representants de l'autre catégorie. Cette répartition alterne chaque année caféière.

3) Ni le Président ni le Vice-Président qui fait fonction de Président, n'a le droit de vote. Dans ce cas, leur suppléant exerce le droit de vote du Membre.

Article 11

Sessions du Conseil

En règle générale, le Conseil se réunit deux fois par an en session ordinaire. Il peut tenir des sessions extraordinaires s'il en décide ainsi. Des sessions extraordinaires se tiennent aussi à la demande du Comité exécutif, ou de cinq Membres, ou d'un ou plusieurs Membres réunissant 200 voix au minimum. Les sessions du Conseil sont annoncées au moins trente jours à l'avance, sauf en cas d'urgence. Les sessions ont lieu au siège de l'Organisation, à moins que le Conseil n'en décide autrement.

Article 12

(modifié)

Voix

1) Les Membres exportateurs ont ensemble 1 000 voix et les Membres importateurs également, ces voix sont réparties à l'intérieur de chaque catégorie, celle des exportateurs et celle des importateurs, comme l'indiquent les paragraphes suivants.

2) Chaque Membre a, comme chiffre de base, cinq voix, à condition que le total de ces voix ne dépasse pas 150 pour chaque catégorie de Membres. S'il y avait plus de 30 Membres exportateurs ou plus de 30 Membres importateurs, le chiffre de base attribué à chaque Membre de cette categorie serait ajusté de façon que le total des chiffres de base ne dépasse pas 150 pour chaque catégorie.

3) Le restant des voix des Membres exportateurs est réparti conformément à l'Annexe D.

4) Le restant des voix des Membres importateurs est réparti entre eux au prorata du volume moyen de leurs importations de café des trois années précédentes.

5) Au début de chaque année caféière, le Conseil répartit les voix pour l'année, sous réserve des dispositions du paragraphe 6) du présent Article.

6) Quand un changement survient dans la participation à l'Organisation, ou si le droit de vote d'un Membre est suspendu ou rétabli en vertu de l'Article 25 (. .), le Conseil procède à une nouvelle répartition des voix, qui obéit aux dispositions du présent Article.

7) Aucun Membre n'a plus de 400 voix.

8) Le fractionnement des voix n'est pas admis.

Article 13

Procédure de vote du Conseil

1) Chacue représentant dispose de toutes les voix du Membre qu'il représente, et ne peut pas les diviser. Il peut cependant disposer différemment des voix qui lui sont données par procuration en vertu du paragraphe 2) du présent Article.

2) Tout Membre exportateur peut autoriser tout autre Membre exportateur, et tout Membre importateur peut autoriser tout autre Membre importateur, à représenter ses intérêts et à exercer son droit de vote à une ou plusieurs séances du Conseil. La limitation prévue au paragraphe 7) de l'Article 12 ne joue pas dans ce cas.

Article 14

Décisions du Conseil

1) Le Conseil prend toutes ses décisions et fait toutes ses recommandations à la majorité répartie simple, sauf disposition contraire de l'Accord.

2) La procédure suivante s'applique à toute décision que le Conseil doit, aux termes de l'Accord, prendre à la majorité répartie des deux tiers:

a) Si la proposition n'obtient pas la majorité répartie des deux tiers en raison du vote négatif d'un, deux ou trois Membres exportateurs ou d'un, deux ou trois Membres importateurs, elle est, si le Conseil en décide ainsi à la majorité des Membres présents et à la majorité répartie simple des voix, remise aux voix dans les 48 heures;

b) Si, à ce deuxième scrutin, la proposition n'obtient encore pas la majorité répartie des deux tiers, en raison du vote négatif d'un ou deux Membres exportateurs ou d'un ou deux Membres importateurs, elle est, si le Conseil en décide ainsi à la majorité des Membres présents et à la majorité répartie simple des voix, remise aux voix dans les 24 heures;

c) Si, à ce troisième scrutin, la proposition n'obtient toujours pas la majorité répartie des deux tiers en raison du vote négatif d'un Membre exportateur ou d'un Membre importateur, elle est considérée comme adoptée;

d) Si le Conseil ne remet pas une proposition aux voix, elle est considérée comme repoussée.

3) Les Membres s'engagent à accepter comme obligatoires toutes les décisions que le Conseil prend en vertu de l'Accord.

Article 15

Composition du Comité exécutif

1) Le Comité exécutif se compose de huit Membres exportateurs et de huit Membres importateurs élus pour chaque année caféière conformément à l'Article 16. Ils sont rééligibles.

2) Chaque Membre du Comité exécutif désigne un représentant et un ou plusieurs suppléants.

3) Choisi pour chaque année caféière par le Conseil, le Président du Comité exécutif est rééligible. Il n'a pas le droit de vote. Si un représentant est élu Président, son suppléant exercera le droit de vote.

4) Le Comité exécutif se réunit normalement au siège de l'Organisation, mais peut se réunir ailleurs.

Article 16

Election du Comité exécutif

1) Les Membres exportateurs de l'Organisation élisent les membres exportateurs du Comité exécutif, et les Membres importateurs de l'Organisation les membres importateurs du Comité exécutif. Les élections de chaque catégorie ont lieu selon les dispositions suivantes.

2) Chaque Membre vote pour un seul candidat, en lui accordant toutes les voix dont il dispose en vertu de l'Article 12. Il peut accorder à un autre candidat les voix dont il disposerait par procuration en vertu du paragraphe 2) de l'Article 13.

3) Les huit candidats qui recueillent le plus grand nombre de voix sont élus; toutefois aucun candidat n'est élu au premier tour de scrutin s'il n'a pas obtenu 75 voix au moins.

4) Si moins de huit candidats sont élus au premier tour de scrutin selon les dispositions du paragraphe 3) du présent Article, de nouveaux tours de scrutin ont lieu, auxquels seuls participent les Membres qui n'ont voté pour aucun des candidats élus. A chaque nouveau tour de scrutin, le minimum de voix nécessaire pour être élu diminue successivement de cinq unités, jusqu'à ce que les huit candidats soient élus.

5) Un Membre qui n'a pas voté pour un des Membres élus confère à un d'entre eux les voix dont il dispose, sous réserve des paragraphes 6) et 7) du présent Article.

6) On considère qu'un Membre a obtenu les voix qui lui ont d'abord été données lors de son élection, plus les voix qui lui ont été conférées plus tard, à condition que le total des voix ne dépasse 499 pour aucun Membre élu.

7) Au cas où les voix considérées comme obtenues par un Membre élu dépasseraient 499, les Membres qui ont voté pour ce Membre élu ou qui lui ont conféré leurs voix s'entendront pour qu'un ou plusieurs d'entre eux retirent les voix qu'ils lui ont accordées et les confèrent ou les transfèrent à un autre Membre élu, de façon que les voix obtenues par chaque Membre élu ne dépassent pas le chiffre limite de 499.

Article 17

(modifié)

Compétence du Comité exécutif

1) Le Comité exécutif est responsable devant le Conseil et travaille selon ses directives générales.

2) Le Conseil peut, à la majorité répartie simple, déléguer au Comité exécutif tout ou partie de ses pouvoirs à l'exclusion des suivants

a) Voter le budget administratif et fixer les cotisations, en vertu de l'Article 24,

b), c), d) et e) (supprimés);

f) Dispenser un Membre de ses obligations, en vertu de l'Article 57;

g) Supprimé;

h) Fixer des conditions d'adhésion, en vertu de l'Article 63;

i) Décider de demander le retrait d'un Membre, en vertu de l'Article 67,

j) (.) Résilier l'Accord en vertu de l'Article 69; et

k) Recommander des amendements aux Membres, en vertu de l'Article 70.

3) Le Conseil peut à tout moment, a la majorité répartie simple, annuler les pouvoirs qu'il aurait délegués au Comité.

Article 18

Procédure de vote du Comite executif

1) Chaque Membre du Comité exécutif dispose des voix qu'il a obtenues en vertu des paragraphes 6) et 7) de l'Article 16. Le vote par procuration n'est pas admis. Aucun membre ne peut fractionner ses voix.

2) Les décisions du Comité sont prises à la même majorité que les décisions analogues du Conseil.

Article 19

Quorum aux réunions du Conseil et du Comité

1) Le quorum exigé pour toute réunion du Conseil est constitué par la majorité des Membres, si cette majorité représente la majorité répartie des deux tiers du total des voix. Si, le jour fixé pour l'ouverture d'une session du Conseil, le quorum n'est pas atteint ou si, au cours d'une session du Conseil, le quorum n'est pas atteint à trois séances successives, le Conseil se réunit sept jours plus tard; le quorum est alors, et jusqu'à la fin de cette session, constitué par la majorité des Membres, si cette majorité représente la majorité répartie simple du total des voix. Les Membres représentes par procuration en vertu du paragraphe 2) de l'Article 13 sont considérés comme présents.

2) Le quorum exigé pour toute réunion du Comité exécutif est constitué par la majorité des Membres si cette majorité représente la majorité répartie des deux tiers du total des voix.

Article 20

Directeur executif et personnel

1) Le Conseil nomme le Directeur exécutif sur la recommandation du Comité exécutif Il fixe les conditions d'emploi du Directeur exécutif, celles-ci sont comparables aux conditions d'emploi des fonctionnaires homologues d'organisations intergouvernementales similaires.

2) Le Directeur exécutif est le chef des services administratifs de l'Organisation; il est responsable de l'exécution des tâches qui lui incombent dans l'administration de l'Accord.

3) Le Directeur executif nomme le personnel conformément au règlement arrêté par le Conseil

4) Le Directeur exécutif et les autres fonctionnaires ne doivent avoir aucun intérêt financier ni dans l'industrie caféiere ni dans le commerce ou le transport du café.

5) Dans l'accomplissement de leurs devoirs, le Directeur exécutif et le personnel ne sollicitent ni n'acceptent d'instructions d'aucun Membre, ni d'aucune autorité extérieure à l'Organisation. Ils s'abstiennent de tout acte incompatible avec leur situation de fonctionnaires internationaux et ne sont responsables qu'envers l'Organisation. Chaque Membre s'engage à respecter le caractère exclusivement international des fonctions du Directeur exécutif et du personnel et à ne pas chercher à les influencer dans l'exécution de leur tâche

Article 21

Collaboration avec d'autres organisations

Le Conseil peut prendre toutes les dispositions voulues pour consulter l'Organisation des Nations Unies et les institutions spécialisées, ainsi que d'autres organisations intergouvernementales appropriées, et pour collaborer avec elles. Le Conseil peut inviter ces organisations, ainsi que toute organisation qui s'occupe de café, à envoyer des observateurs à ses réunions.

CHAPITRE V - PRIVILEGES ET IMMUNITES

Article 22

Privilèges et immunités

1) L'Organisation possede la personnalité juridique. Elle a notamment la capacité de contracter, d'acquérir et d'aliéner des biens immobiliers et mobiliers, ainsi que d'ester en justice.

2) Le Gouvernement du pays dans lequel est situé le siège de l'Organisation (ci-après dénommé "Gouvernement hôte") conclura dès que possible avec l'Organisation un accord, à approuver par le Conseil, concernant le statut, les privilèges et les immunités de l'Organisation, du Directeur exécutif, des membres du Personnel et des représentants des pays Membres pendant les séjours que l'exercice de leurs fonctions les amène à effectuer sur le territoire du Gouvernement hôte

3) L'accord envisagé au paragraphe 2) ci-dessus sera indépendant du présent Accord. Il stipulera les conditions dans lesquelles il prend fin.

4) A moins que d'autres mesures fiscales ne soient prises dans le cadre de l'accord envisagé au paragraphe 2) ci-dessus, le Gouvernement hôte

a) Exonere d'impôts les rémunérations versées par l'Organisation à ses employés, à la réserve que ce privilège ne s'applique pas nécessairement aux ressortissants de ce pays; et

b) Exonère de droits les avoirs, revenus et autres biens de l'Organisation.

5) Après approbation de l'accord envisagé au paragraphe 2) du présent Article, l'Organisation peut conclure avec un ou plusieurs Membres des accords, à approuver par le Conseil, concernant les privilèges et immunités qui peuvent être nécessaires à la mise en oeuvre de l'Accord international sur le Café.

CHAPITRE VI - FINANCES

Article 23

Dispositions financières

1) Les dépenses des délégations au Conseil, ainsi que des représentants au Comité exécutif et à tout autre comité du Conseil ou du Comité exécutif, sont à la charge de l'Etat qu'ils représentent.

2) Pour couvrir les autres dépenses qu'entraîne l'application du présent Accord les Membres versent une cotisation annuelle. Ces cotisations sont réparties comme il est dit à l'Article 24. Toutefois, le Conseil peut exiger une rétribution pour certains services.

3) L'exercice financier coïncide avec l'année caféière.

Article 24

Vote du budget et fixation des cotisations

1) Au second semestre de chaque exercice financier, le Conseil vote le budget administratif de l'Organisation pour l'exercice financier suivant et répartit les cotisations des Membres à ce budget.

2) Pour chaque exercice financier, la cotisation de chaque Membre est proportionnelle au rapport qu'il y a, au moment du vote du budget, entre le nombre des voix dont il dispose et le nombre de voix dont disposent tous les Membres reunis. Si toutefois, au début de l'exercice financier pour lequel les cotisations sont fixées, la répartition des voix entre les Membres se trouve changée en vertu du paragraphe 5) de l'Article 12, le Conseil ajuste les cotisations en conséquence pour cet exercice. Pour déterminer les cotisations, on dénombre les voix de chaque Membre sans tenir compte de la suspension éventuelle du droit de vote d'un Membre et de la redistribution des voix qui aurait pu en résulter

3) Le Conseil fixe la contribution initiale de tout pays qui devient Membre de l'Organisation après l'entrée en vigueur de l'Accord en fonction du nombre des voix qui lui sont attribuées et de la fraction non écoulée de l'exercice en cours; mais les cotisations assignées aux autres Membres pour l'exercice en cours restent inchangées.

Article 25

(modifié)

Versement des cotisations

1) Les cotisations au budget administratif de chaque exercice financier sont payables en monnaie librement convertible et sont exigibles au premier jour de l'exercice.

2) Un Membre qui ne s'est pas acquitté intégralement de sa cotisation au budget administratif dans les six mois de son exigibilité, perd, jusqu'au moment où il s'en acquitte, son droit de voter au Conseil et de voter pour lui ou de faire voter pour lui au Comité exécutif. Cependant, sauf décision prise par le Conseil à la majorité répartie des deux tiers, ce Membre n'est privé d'aucun des autres droits que lui confère le présent Accord, ni relevé d'aucune des obligations que celui-ci lui impose.

3) Un Membre dont le droit de vote est suspendu en application du paragraphe 2) du présent Article (.) reste néanmoins tenu de verser sa cotisation.

Article 26

Vérification et publication des comptes

Le plus tôt possible après la clôture de chaque exercice financier, le Conseil est saisi, pour approbation et publication, d'un état, vérifié par un expert indépendant, des recettes et dépenses de l'Organisation pour cet exercice financier

CHAPITRE VII - REGLEMENTATION DES EXPORTATIONS

Article 27

Engagements généraux des Membres

(Supprimé)

43-377 O - 75 - 31

Article 28

Contingents d'exportation de base

(Supprimé)

Article 29

Contingents de base d'un groupe Membre

(Supprimé)

Article 30

Contingents annuels d'exportation

(Supprimé)

Article 31

Dispositions supplémentaires relatives aux contingents de base et aux contingents annuels d'exportation

(Supprimé)

Article 32

Contingents trimestriels d'exportation

(Supprimé)

Article 33

Ajustement des contingents annuels d'exportation

(Supprimé)

Article 34

Notification des déficits

(Supprimé)

Article 35

Ajustement des contingents trimestriels d'exportation

(Supprimé)

Article 36

Procédure d'ajustement des contingents d'exportation

(Supprimé)

Article 37

Dispositions supplementaires concernant l'ajustement des contingents d'exportation

(Supprimé)

Article 38

Respect du contingentement

(Supprimé)

Article 39

Expéditions en provenance de territoires dépendants

(Supprimé)

Article 40

Exportations hors contingent

(Supprimé)

Article 41

Conventions régionales ou interrégionales de prix

(Supprimé)

Article 42

Etude des tendances du marché

(Supprimé)

CHAPITRE VIII - CERTIFICATS D'ORIGINE ET DE REEXPORTATION

Article 43

Certificats d'origine et de réexportation

(Supprimé)

CHAPITRE IX - CAFE TRANSFORME

Article 44

Mesures relatives au café transformé

(Supprimé)

CHAPITRE X - REGLEMENTATION DES IMPORTATIONS

Article 45

Reglementation des importations

(Supprimé)

CHAPITRE XI - ACCROISSEMENT DE LA CONSOMMATION

Article 46

Propagande

(Supprimé)

Article 47

Elimination des obstacles à la consommation

(Supprimé)

CHAPITRE XII - POLITIQUE ET CONTROLE DE LA PRODUCTION

Article 48

Politique et contrôle de la production

(Supprimé)

CHAPITRE XIII - REGLEMENTATION DES STOCKS

Article 49

Politique des stocks

(Supprimé)

CHAPITRE XIV - OBLIGATIONS DIVERSES

Article 50

Collaboration avec la profession

(Supprimé)

Article 51

Troc

(Supprimé)

Article 52

Mélanges et succédanés

1) Les Membres ne maintiennent en vigueur aucune réglementation qui exigerait que d'autres produits soient mélangés, traités ou utilisés avec du café, en vue de leur vente dans le commerce sous l'appellation de café. Les Membres s'efforcent d'interdire la publicité et la vente, sous le nom de café, de produits contenant moins de l'équivalent de 90 pour cent de café vert comme matière première de base.

2) Le Directeur exécutif soumet au Conseil un rapport annuel sur la manière dont sont observées les dispositions du présent Article.

3) Le Conseil peut recommander à un Membre de prendre les mesures nécessaires pour assurer le respect des dispositions du présent Article.

CHAPITRE XV - FINANCEMENT SAISONNIER

Article 53

Financement saisonnier

(Supprimé)

CHAPITRE XVI - FONDS DE DIVERSIFICATION

Article 54

Fonds de diversification

(Supprimé)

CHAPITRE XVII - INFORMATION ET ETUDES

Article 55

(modifié)

Information

1) L'Organisation sert de centre pour rassembler, échanger et publier :

a) Des renseignements statistiques sur la production, les tendances de la production, les prix, les exportations et les importations, la distribution et la consommation du café dans le monde; et

b) Dans la mesure où elle le juge approprié, des renseignements techniques sur la culture, le traitement et l'utilisation du café.

2) Le Conseil peut demander aux Membres de lui donner, en matière de café, les renseignements qu'il juge nécessaires à son activité, notamment des rapports statistiques périodiques sur la production, les tendances de la production, les exportations et les importations, la distribution, la consommation, les stocks et l'imposition, mais il ne rend public aucun renseignement qui permettrait d'identifier les opérations d'individus ou de firmes qui produisent, traitent ou écoulent du café. Les Membres communiquent sous une forme aussi détaillée et précise que possible les renseignements demandés.

3) Si un Membre ne donne pas ou a peine à donner dans un délai normal les renseignements, statistiques ou autres, dont le Conseil a besoin pour la bonne marche de l'Organisation, le Conseil peut exiger

du Membre en question qu'il explique les raisons de ce manquement. S'il constate qu'il faut à cet égard une aide technique, le Conseil peut prendre les mesures nécessaires.

Article 56

Etudes

1) Le Conseil peut favoriser des études sur : les conditions économiques de la production et de la distribution du café; l'incidence des mesures prises par le Gouvernement, dans les pays producteurs et dans les pays consommateurs, sur la production et la consommation du café; la possibilité d'accroître la consommation du café, dans ses usages traditionnels et éventuellement par de nouveaux usages; les effets de l'application de l'Accord sur les pays producteurs et consommateurs de café, en ce qui concerne notamment leurs termes de l'échange.

2) L'Organisation peut étudier la possibilité d'établir des normes minimales pour les exportations de café des Membres producteurs. Le Conseil peut examiner des recommandations à cet effet.

CHAPITRE XVIII - DISPENSES

Article 57

(modifié)

Dispenses

1) Le Conseil peut, à la majorité répartie des deux tiers, dispenser un Membre d'une obligation en raison de circonstances exceptionnelles ou critiques, d'un cas de force majeure, de dispositions constitutionnelles,

ou d'obligations internationales résultant de la Charte des Nations Unies touchant des territoires administrés sous le régime de tutelle.

2) Lorsqu'il accorde une dispense à un Membre, le Conseil indique explicitement sous quelles modalités, à quelles conditions et pour combien de temps le Membre est dispensé de cette obligation.

3) (Supprimé)

CHAPITRE XIX - CONSULTATIONS, DIFFERENDS ET RECLAMATIONS

Article 58

(modifié)

Consultations

Chaque Membre accueille favorablement les observations qui peuvent être présentées par un autre Membre sur toute question relative à l'Accord et accepte toute consultation y ayant trait. Au cours de consultations de ce genre, à la demande de l'une des parties et avec l'assentiment de l'autre, le Directeur exécutif institue une commission indépendante qui offre ses bons offices en vue de parvenir à une conciliation. Les dépenses de la Commission ne sont pas à la charge de l'Organisation. Si l'une des parties n'accepte pas que le Directeur exécutif institue une commission ou si la consultation ne conduit pas à une solution, la question peut être soumise au Conseil (..). Si la consultation aboutit à une solution, un rapport est présenté au Directeur exécutif qui le distribue à tous les Membres.

Article 59

Différends et réclamations

(Supprimé)

CHAPITRE XX - DISPOSITIONS FINALES

Article 60

Signature

(Supprimé)

Article 61

Ratification

(Supprimé)

Article 62

Entrée en vigueur

(Supprimé)

Article 63

(modifié)

Adhésion

1) Le gouvernement de tout Etat Membre des Nations Unies ou membre d'une des institutions spécialisées peut adhérer au présent Accord aux conditions que fixe le Conseil. (.).

2) Chaque gouvernement qui dépose un instrument d'adhésion indique, au moment du dépôt, s'il entre dans l'Organisation comme Membre exportateur ou comme Membre importateur, selon les définitions données aux paragraphes 7) et 8) de l'Article 2.

Article 64

Réserves

Aucune des dispositions de l'Accord ne peut être l'objet de réserves.

Article 65

(modifié)

Notifications relatives aux territoires dépendants

1) Tout gouvernement peut, au moment (.) du dépôt de son instrument ( ) d'acceptation ou d'adhésion, ou à tout moment par la suite, notifier au Secrétaire général des Nations Unies que l'Accord prorogé s'applique à tel ou tel des territoires dont il assure la représentation internationale; dès réception de cette notification, l'Accord prorogé s'applique aux territoires qui y sont mentionnés.

2) Toute Partie Contractante qui désire exercer à l'égard de tel ou tel de ses territoires dépendants le droit que lui donne l'Article 4, ou qui désire autoriser un de ses territoires dépendants à faire partie d'un groupe Membre constitué en vertu de l'Article 5 ou de l'Article 6, peut le faire en adressant au Secrétaire général des Nations Unies, soit au moment du dépôt de son instrument (.) d'acceptation ou d'adhésion, soit à tout moment par la suite, une notification en ce sens.

3) Toute Partie Contractante qui a fait la déclaration prévue au paragraphe 1) du présent Article peut par la suite notifier à tout moment au Secrétaire général des Nations Unies que l'Accord cesse de

s'appliquer à tel ou tel territoire qu'elle indique; dès réception de cette notification, l'Accord cesse de s'appliquer à ce territoire.

4) Le gouvernement d'un territoire auquel l'Accord s'appliquait en vertu du paragraphe 1) du présent Article, et qui est par la suite devenu indépendant peut, dans les quatre-vingt-dix jours de son accession à l'indépendance, notifier au Secrétaire général des Nations Unies qu'il a assumé les droits et les obligations d'une Partie Contractante à l'Accord. Dès réception de cette notification, il devient Partie à l'Accord.

Article 66

Retrait volontaire

Toute Partie Contractante peut à tout moment se retirer de l'Accord en notifiant par écrit son retrait au Secrétaire général des Nations Unies. Le retrait prend effet quatre-vingt-dix jours après réception de la notification.

Article 67

Retrait forcé

Si le Conseil constate qu'un Membre ne s'est pas acquitté des obligations que lui impose l'Accord, et que ce manquement entrave sérieusement le fonctionnement de l'Accord, il peut, à la majorité répartie des deux tiers, exiger que ce Membre se retire de l'Organisation. Le Conseil notifie immédiatement cette décision au Secrétaire général des Nations Unies. Quatre-vingt-dix jours après la décision du Conseil, ce Membre cesse d'appartenir à l'Organisation et, si ce Membre est Partie Contractante, d'être Partie à l'Accord.

Article 68

Liquidation des comptes en cas de retrait

1) En cas de retrait d'un Membre, le Conseil liquide ses comptes s'il y a lieu. L'Organisation conserve les sommes déjà versées par ce Membre, qui est d'autre part tenu de régler toute somme qu'il lui doit à la date effective de son retrait, toutefois, s'il s'agit d'une Partie Contractante qui ne peut pas accepter un amendement et qui de ce fait, en vertu du paragraphe 2) de l'Article 70, quitte l'Organisation ou cesse de participer à l'Accord, le Conseil peut liquider les comptes de la manière qui lui semble équitable

2) Un Membre qui a quitté l'Organisation ou a cessé de participer à l'Accord n'a droit à aucune part du produit de la liquidation ou des autres avoirs de l'Organisation au moment de l'arrivée à expiration ou de la résiliation de l'Accord en vertu de l'Article 69

Article 69

(modifié) 1/

Durée et expiration ou résiliation

Négociation d'un nouvel Accord

1) L'Accord prorogé restera en vigueur, sous reserve des dispositions du paragraphe 2), jusqu'au 30 septembre 1975 ou jusqu'à l'entrée en vigueur d'un nouvel Accord, selon celle des deux dates qui sera la plus proche.

1/ Le paragraphe 2) du prosent Article correspond au paragraphe 3) de l'Article 69 de l'Accord de 1968 et le paragraphe 3) du présent Article correspond au paragraphe 4)de l'Article 69 de l'Accord de 1968.

2) Le Conseil peut à tout moment, s'il en décide ainsi à la majorité des Membres, mais au moins à la majorité répartie des deux tiers des voix, décider de resilier l'Accord. Cette résiliation prend effet à dater du moment que le Conseil décide.

3) Nonobstant l'expiration ou la résiliation de l'Accord, le Conseil continue à exister aussi longtemps qu'il le faut pour liquider l'Organisation, apurer ses comptes et disposer de ses avoirs; il a, pendant cette période, les pouvoirs et fonctions qui peuvent lui être nécessaires à cet effet.

4) Le Conseil peut, par decision prise par 58 pour cent des Membres ayant au moins la majorité répartie de 70 pour cent du total des voix, négocier un nouvel Accord pour le temps qu'il détermine.

Article 70

Amendements

1) Le Conseil peut, par décision prise à la majorité répartie des deux tiers, recommander aux Membres un amendement à l Accord. Cet amendement prend effet cent jours apres que des Parties Contractantes qui représentent au moins 75 pour cent des Membres exportateurs détenant au moins 85 pour cent des voix des Membres exportateurs, et des Parties Contractantes qui représentent au moins 75 pour cent des Membres importateurs detenant au moins 60 pour cent des voix des Membres importateurs, ont fait parvenir leur acceptation au Secrétaire genéral des Nations Unies. Le Conseil peut impartir aux Parties Contractantes un délai pour adresser cette notification au Secrétaire général des Nations Unies; si l'amendement n'a pas pris effet à l'expiration

de ce délai, il est considéré comme retiré. Le Conseil fournit au Secrétaire général les renseignements dont il a besoin pour déterminer si l'amendement a pris effet.

2) Si une Partie Contractante, ou un territoire dépendant qui est Membre ou fait partie d'un groupe Membre, n'a pas notifié ou fait notifier son acceptation d'un amendement a la date ou celui-ci prend effet, cette Partie Contractante ou ce territoire dépendant cesse à cette date d'être Partie à l'Accord.

Article 71

(modifié)

Notification par les soins du Secrétaire général des Nations Unies

Le Secrétaire général des Nations Unies notifie à toutes les Parties Contractantes à l'Accord international de 1968 sur le Café et à tous les autres Etats Membres des Nations Unies ou d'une des institutions spécialisées chaque dépôt d'un instrument ( ) d'acceptation ou d'adhésion ( ) Le Secrétaire général des Nations Unies informe également toutes les Parties Contractantes de chaque notification faite en vertu des Articles 5 ( ), 65, 66 ou 67, de la date à laquelle l'Accord ( ) est résilié ou prend fin en vertu de l'Article 69, et de la date ou un amendement prend effet en vertu de l'Article 70.

Article 72

(modifié)

Dispositions supplémentaires et transitoires

1) Le présent Accord est considéré comme une continuation de l'Accord international de 1962 sur le Café.

2) Afin de faciliter l'application ininterrompue de l'Accord :

a) Toutes les mesures prises (..), soit directement par l'Organisation ou l'un de ses organes, soit en leur nom, qui sont en vigueur au 30 septembre 1973 et dont il n'est pas spécifié que leur effet expire à cette date restent en vigueur, à moins qu'elles n'aient été modifiées par les dispositions du présent Accord. A l'exception de celles qui sont visées aux alinéas b) et c) ci-après, toutes les mesures prises en vertu des Articles supprimés de l'Accord international de 1968 sur le Café sont expressément annulées à compter du 1 octobre 1973.

b) Après le 30 septembre 1973, le Fonds de diversification continue d'exister aussi longtemps qu'il le faut pour procéder à sa liquidation, apurer ses comptes et disposer de ses avoirs. Pendant cette période, le Conseil peut adopter les amendements aux Statuts qu'il juge nécessaires à cet effet.

c) Après le 30 septembre 1973, le Comité mondial de propagande du Café continue d'exister aussi longtemps qu'il le faut pour procéder à la liquidation du Fonds de propagande, apurer ses comptes et disposer de ses avoirs.

d) Toutes les décisions ( ) prises par le Conseil au cours de l'année caféière 1972/73 en vue de leur application au cours de l'année caféière 1973/74 seront ( ) appliquées à titre provisoire comme si la prorogation de l'Accord avait pris effet.

( )

Les textes du présent Accord en anglais, espagnol, français et portugais ( ) font tous également foi. Les originaux sont deposés aux archives des Nations Unies, et le Secrétaire général des Nations Unies en adresse copie certifiée conforme à chaque ( ) Partie Contractante à l'Accord.

43-377 O - 75 - 32

ANNEXE A

Contingents d'exportation de base

(Supprimée)

ANNEXE B

Destinataires éventuels des exportations hors contingent visées à l'Article 40, Chapitre VII

(Supprimée)

ANNEXE C

Répartition des voix

(Supprimée)

21476

ANNEXE D

PAYS EXPORTATEURS REPARTITION DES VOIX

Pays exportateur	Nombre de voix		
	Chiffre de base	Restant des voix	Total
TOTAL	136	864	1 000
Bolivie	4	-	4
Brésil	4	327	331
Burundi	4	4	8
Colombie	4	109	113
Costa Rica	4	17	21
El Salvador	4	30	34
Equateur	4	12	16
Ethiopie	4	23	27
Ghana	4	-	4
Guatemala	4	28	32
Guinée	4	2	6
Haïti	4	3	12
Honduras	4	7	11
Inde	4	7	11
Indonésie	4	21	25
Jamaïque	4	-	4
Kenya	4	13	17
Libéria	4	-	4
Mexique	4	27	31
Nicaragua	4	9	13
Nigéria	4	-	4
OAMCAF	4	84	88
OAMCAF			(4)
Cameroun			(15)
Congo			(1)
Côte d'Ivoire			(46)
Dahomey			(1)
Gabon			(1)
Madagascar			(14)
République centrafricaine			(3)
Togo			(3)
Ouganda	4	37	41
Panama	4	-	4
Paraguay	4	-	4
Pérou	4	12	16
Portugal	4	43	47
République Dominicaine	4	8	12
Rwanda	4	2	6
Sierra Leone	4	2	6
Tanzanie	4	11	15
Trinité et Tobago	4	-	4
Venezuela	4	5	9
Zaïre	4	16	20

ANNEXE 2

REPARTITION DES VOIX

PAYS	Exportateurs	Importateurs
Australie	-	9
Autriche	-	13
Belgique*	-	27
Bolivie	4	-
Brésil	331	-
Burundi	8	-
Canada	-	32
Chypre	-	5
Colombie	113	-
Costa Rica	21	-
Danemark	-	24
El Salvador	34	-
Equateur	16	-
Espagne	-	26
Etats-Unis d'Amérique	-	386
Ethiopie	27	-
Finlande	-	21
France	-	79
Ghana	4	-
Guatemala	32	-
Guinée	6	-
Haïti	12	-
Honduras	11	-
Inde	11	-
Indonésie	25	-
Israël	-	7
Italie	-	54
Jamaïque	4	-
Japon	-	28
Kenya	17	-
Libéria	4	-
Mexique	31	-
Nicaragua	13	-
Nigéria	4	-
Norvège	-	16
Nouvelle-Zélande	-	7
OAMCAF	(88)	-
OAMCAF	(4) 1/	-
Cameroun	15	-
Congo	1	-
Côte d'Ivoire	46	-
Dahomey	1	-
Gabon	1	-
Madagascar	14	-
République centrafricaine	3	-
Togo	3	-
Ouganda	41	-
Panama	4	-
Paraguay	4	-
Pays-Bas	-	42
Pérou	16	-
Portugal	47	-
République fédérale d'Allemagne	-	103
République Dominicaine	12	-
Royaume-Uni	-	51
Rwanda	6	-
Sierra Leone	6	-
Suède	-	37
Suisse	-	23
Tanzanie	15	-
Tchécoslovaquie	-	10
Trinité et Tobago	4	-
Venezuela	9	-
Zaïre	20	-
TOTAL	996	1 000

* Y compris le Luxembourg

1/ Voix du chiffre de base ne pouvant être attribuées aux Parties Contractantes individuelles conformément aux dispositions de l'Article 5 4) b)

COPIE CERTIFIEE COMPLETE ET CONFORME du texte français de la Résolution numéro 264 approuvé conformément aux dispositions du paragraphe 2) de l'Article 69 de l'Accord international de 1968 sur le Café à la deuxième séance plénière de la vingt-deuxième session du Conseil international du Café le 14 avril 1973, dûment vérifié par le groupe multilingue d'édition institué par le Conseil et tel qu'il a été transmis au Secrétaire général des Nations Unies.

Directeur exécutif
Organisation internationale du Café

Londres Le 14 MAI 1973

[SEAL]

	INTERNATIONAL		COFFEE	ORGANIZATION
ORGANIZACION	INTERNACIONAL	DEL	CAFE	
ORGANIZACÃO	INTERNACIONAL	DO	CAFÉ	
ORGANISATION	INTERNATIONALE	DU	CAFE	

PRORROGAÇÃO DO

CONVÊNIO INTERNACIONAL DO CAFÉ DE 1968

Texto da Resolução Número 264
Aprovada na Vigesima Segunda Sessão do
Conselho Internacional do Café (12 – 14 abril 1973)

RESOLUÇÃO NÚMERO 264

(Aprovada na Segunda Reunião Plenária, em 14 de abril de 1973)

PRORROGAÇÃO DO CONVÊNIO INTERNACIONAL DO CAFÉ DE 1968

O CONSELHO INTERNACIONAL DO CAFÉ,

CONSIDERANDO:

Que o Convênio Internacional do Café de 1968 permanecerá em vigor até 30 de setembro de 1973, sujeito às disposições do Artigo 69;

Que o tempo indispensável para negociar um novo convênio e para completar as formalidades e procedimentos constitucionais necessários à sua aprovação, ratificação ou aceitação não permitirá a entrada em vigor desse convênio em 1 de outubro de 1973;

Que o parágrafo 2) do Artigo 69 permite ao Conselho prorrogar, com ou sem modificações, o Convênio Internacional do Café de 1968; e

Que a fim de dar tempo para a negociação de um novo convênio, convém prorrogar o Convênio Internacional do Café de 1968,

RESOLVE:

1. Que, com as modificações indicadas no Anexo 1 a esta Resolução, o Convênio Internacional do Café de 1968 é prorrogado até 30 de setembro de 1975.

2. Que o Convênio Internacional do Café de 1968 prorrogado de conformidade com as disposições do parágrafo 1 da presente Resolução, permanecerá em vigor entre as Partes Contratantes do Convênio que, até 30 de setembro de 1973, tenham notificado ao Secretário-Geral das Nações Unidas sua aceitação do Convênio, se nessa data, essas Partes Contratantes representarem, pelo menos, vinte Membros exportadores com a maioria dos votos dos Membros exportadores e, pelo menos, dez Membros importadores com a maioria dos votos dos Membros importadores. Para esse fim, a distribuição de votos será a que consta do Anexo 2 a esta Resolução.

3. Que a notificação feita por uma Parte Contratante de que aceita o Convênio prorrogado, observadas as suas competentes formalidades constitucionais, será considerada como equivalente em seus efeitos a uma notificação de aceitação, passando, por conseguinte, essa Parte Contratante, a ter todos os direitos e obrigações de um Membro. Caso, até 31 de março de 1974 ou até uma data posterior que venha a ser fixada pelo Conselho, não tiver sido recebida pelo Secretário-Geral das Nações Unidas confirmação de que aquelas formalidades constitucionais foram respeitadas, deixará essa Parte Contratante de participar do Convênio.

4. Dar instruções ao Diretor-Executivo para que transmita a presente Resolução ao Secretário-Geral das Nações Unidas, solicitando-lhe que, de acordo com o Artigo 71 do Convênio, notifique às Partes Contratantes o prazo por que é prorrogado o Convênio.

ANEXO 1

CONVÊNIO INTERNACIONAL DO CAFÉ DE 1968 PRORROGADO

PARTE A

O Convênio Internacional do Café de 1968 sofre as seguintes modificações:

PREÂMBULO:

Parágrafo 3: São suprimidas as palavras "à acumulação de onerosos estoques".

Parágrafo 4: O texto atual é suprimido.

Parágrafo 5: O texto atual é suprimido e substituído pelo seguinte: "Verificando não ter sido possível completar as negociações de um novo Convênio Internacional do Café e que é necessário dispor de mais tempo para esse efeito,"

ARTIGO 1

O texto atual é suprimido e substituído pelo seguinte: "Os objetivos do Convênio são:

1) preservar e promover entre produtores e consumidores o entendimento necessário à conclusão de um novo Convênio Internacional do Café e evitar as conseqüências, prejudiciais tanto para uns como para outros, que adviriam do termo da cooperação internacional,

2) conservar a Organização Internacional do Café:

a) como foro para a negociação de um novo convênio;

b) como centro competente e eficaz para coligir e disseminar informações estatísticas, sobre o comércio internacional de café, especialmente no respeitante a preços, exportações, importações, estoques, distribuição e consumo de café, e sobre produção e tendências de produção."

ARTIGO 2

Parágrafo 4): O texto atual é suprimido e substituído pelo seguinte: ""Exportação de café" significa toda partida de café que deixa o território do país em que esse café é produzido, não se considerando, no entanto, como constituindo exportação a remessa de café de um território dependente de um Membro para a respectiva metrópole ou para outro de seus territórios dependentes, a fim de aí, ou em qualquer outro de seus territórios dependentes, ser consumido."

Parágrafo 6): Depois das palavras "Membro significa uma Parte Contratante", acrescentar:
"inclusive uma organização intergovernamental que, nos termos do Artigo 3, tenha aderido ao Convênio;"

Parágrafos 12), 15), 16) e 17): Suprimidos.

ARTIGO 3

Parágrafo 3): O texto atual é suprimido e substituído pelos seguintes parágrafos 3), 4) e 5):

"3) Toda referência feita neste Convênio a um governo deverá ser interpretada como extensiva à Comunidade Econômica Européia ou a qualquer organização intergovernamental que tenha competência comparável para negociar, concluir e aplicar convênios internacionais, em particular convênios sobre produtos de base. Em conseqüência, a referência no presente Convênio à adesão de um governo, nos termos do Artigo 63, será interpretada como referindo-se também à adesão de uma organização intergovernamental desse tipo.

4) Tal organização intergovernamental não terá, por si só, voto algum, mas, caso se vote sobre assuntos de sua competência, poderá votar em nome de seus Estados membros, devendo emitir esses votos coletivamente. Nesse caso, os Estados membros dessa organização intergovernamental não poderão exercer individualmente seu direito de voto.

5) O disposto no parágrafo 1) do Artigo 15 não se aplicará a uma tal organização intergovernamental, que poderá, contudo, participar nos debates da Junta Executiva sobre assuntos de sua competência. Caso se vote sobre assuntos de sua competência, e não obstante as disposições do parágrafo 1) do Artigo 18, os votos que os Estados membros estejam autorizados a emitir na Junta Executiva serão emitidos coletivamente por qualquer desses Estados."

ARTIGO 5

Parágrafo 1): São suprimidas as seguintes palavras: "aprovação, ratificação,"

Parágrafo 2): A alínea a) é suprimida.

ARTIGO 13

Parágrafo 3): O texto atual é suprimido e substituído pelo seguinte: "Os restantes votos dos Membros exportadores são os indicados no Anexo D."

Parágrafo 6): A referência aos "Artigos 25, 38, 45, 48, 54 ou 59" é suprimida e substituída pela referência ao "Artigo 25"

ARTIGO 17

Parágrafo 2): São suprimidas as alíneas b), c), d), e) e g).

Alínea j): São suprimidas as palavras "prorrogação ou"

ARTIGO 25

Parágrafo 3): São suprimidas as palavras "ou com os Artigos 38, 45, 48, 54 ou 59"

ARTIGOS 27 - 51 Suprimidos.

ARTIGOS 53 - 54 Suprimidos.

ARTIGO 55

Parágrafo 1): Na alínea a), entre as palavras "à produção" e "aos preços" são inseridas as seguintes palavras: "às tendências de produção"

Parágrafo 2): Entre as palavras "a produção" e "as exportações" são inseridas as seguintes palavras: "as tendências de produção"

ARTIGO 57

Parágrafo 3): Suprimido.

ARTIGO 58

São suprimidas as palavras "de acordo com o Artigo 59"

ARTIGOS 59, 60, 61 e 62 Suprimidos.

ARTIGO 63

Parágrafo 1): O segundo período que começa em "Ao estabelecer tais condições. ", e todos os períodos subseqüentes deste parágrafo são suprimidos.

ARTIGO 65

Parágrafo 1): São suprimidas as palavras "da assinatura, ou" e "aprovação, ratificação,"

É inserida a palavra "prorrogado" depois da palavra "Convênio"

Parágrafo 2): São suprimidas as palavras "aprovação, ratificação,"

ARTIGO 69

O texto atual é suprimido[1/] e substituído pelo seguinte:

"1) Respeitadas as condições do parágrafo 2), o Convênio

1/ O parágrafo 2) deste Artigo corresponde ao parágrafo 3) do Artigo 69 do Convênio de 1968 e o parágrafo 3) corresponde ao parágrafo 4) do Artigo 69 do Convênio de 1968.

prorrogado permanece em vigor até 30 de setembro de 1975, a menos que antes dessa data entre em vigor um novo convênio.

2) O Conselho pode, a qualquer momento, por maioria dos Membros que detenham, pelo menos, a maioria distribuída de dois terços dos votos, terminar o Convênio, e, se assim o decidir, fixará a data em que o Convênio termina.

3) O Conselho continuará em existência, não obstante haver terminado o Convênio, pelo tempo que for necessário para liquidar a Organização, encerrar suas contas e dispor de seus haveres; durante esse período, o Conselho tem os poderes e as funções que para isso sejam necessários.

4) Por maioria de 58 por cento dos Membros que disponham de, pelo menos, uma maioria distribuída de 70 por cento da totalidade dos votos, pode o Conselho negociar um novo convênio qué terá a duração que ele determinar "

ARTIGO 71

No primeiro parágrafo: o ano de 1962 é substituído por 1968, e são suprimidas as palavras "aprovação, ratificação," e "bem como as datas em que o Convênio entra em vigor provisória ou definitivamente."

No segundo parágrafo: são suprimidas as seguintes palavras: "parágrafo 2) do Artigo 62," e as palavras "é prorrogado ou terminado" são substituídas pela palavra "termina".

ARTIGO 72:

Parágrafo 2): É suprimido o texto atual e substituído pelo seguinte:

"2) A fim de facilitar a continuação ininterrupta do Convênio:

a) têm validade, a menos que hajam sido modificados por disposições do presente Convênio, todos os atos praticados pela Organização ou em seu nome, ou por qualquer de seus órgãos, que estejam em vigor em 30 de setembro de 1973 e em cujos termos não esteja estipulada para essa data a sua terminação. Com exceção do previsto nas alíneas b) e c) deste parágrafo, ficam expressamente revogados, a partir de 1º de outubro de 1973, todos os atos baseados nos artigos suprimidos do Convênio Internacional do Café de 1968.

b) A partir de 30 de setembro de 1973, o Fundo de Diversificação continuará em existência pelo período que for necessário para proceder à sua liquidação, para saldar suas contas e para dispor de seu ativo. Para esse efeito, o Conselho poderá, durante aquele período, emendar os Estatutos conforme considerar necessário.

c) A partir de 30 de setembro de 1973, o Comitê de Promoção Mundial do Café permanecerá em existência pelo período que for necessário para proceder à liquidação do Fundo de Promoção, para saldar suas contas e para dispor de seu ativo.

d) Todas as decisões adotadas pelo Conselho durante o ano cafeeiro de 1972/73 para aplicação no ano cafeeiro de 1973/74 serão aplicadas em base provisória, como se a prorrogação do Convênio já estivesse em vigor "

Suprimir o parágrafo que começa com as palavras "EM FÉ DO QUE. "

No parágrafo final. As palavras "e russo" são suprimidas.

Suprimir todas as palavras depois de "autenticadas a" substituindo-as pelas palavras seguintes: "todas as Partes Contratantes do Convênio."

ANEXOS A, B e C Suprimidos.

ANEXO D Novo.

43-377 O - 75 - 33

ANEXO D

PAÍSES EXPORTADORES. DISTRIBUIÇAO DE VOTOS

País Exportador	Votos		
	Básicos	Restantes	Total
TOTAL	136	864	1.000
Bolívia	4	-	4
Brasil	4	327	331
Burúndi	4	4	8
Colômbia	4	109	113
Costa Rica	4	17	21
Equador	4	12	16
El Salvador	4	30	34
Etiópia	4	23	27
Gana	4	-	4
Guatemala	4	28	32
Guiné	4	2	6
Haiti	4	8	12
Honduras	4	7	11
Índia	4	7	11
Indonésia	4	21	25
Jamaica	4	-	4
Libéria	4	-	4
México	4	27	31
Nicarágua	4	9	13
Nigéria	4	-	4
OAMCAF	4	84	88
OAMCAF			(4)
Camarões			(15)
Costa do Marfim			(46)
Daomé			(1)
Gabão			(1)
República Centro-Africana			(3)
República Malgaxe			(14)
República Popular do Congo			(1)
Togo			(3)
Panamá	4	-	4
Paraguai	4	-	4
Peru	4	12	16
Portugal	4	43	47
Quênia	4	13	17
República Dominicana	4	8	12
Ruanda	4	2	6
Serra Leoa	4	2	6
Tanzânia	4	11	15
Trindade e Tobago	4	-	4
Uganda	4	37	41
Venezuela	4	5	9
Zaire	4	16	20

PARTE B

É o seguinte o texto do Convênio Internacional do Café de 1968 Prorrogado[1/].

CONVÊNIO INTERNACIONAL DO CAFÉ DE 1968 PRORROGADO

Preâmbulo

(modificado)

Os governos signatários deste Convênio,

Reconhecendo a excepcional importância do café para as economias de muitos países que dependem consideravelmente deste produto para suas receitas de exportação e, por conseguinte, para a continuação de seus programas de desenvolvimento econômico e social,

Considerando que uma estreita cooperação internacional na comercialização do café estimulará a diversificação econômica e o desenvolvimento dos países produtores de café, contribuindo assim para o fortalecimento dos vínculos políticos e econômicos entre produtores e consumidores;

Tendo motivos para temer uma tendência a um constante desequilíbrio entre a produção e o consumo (. .) e acentuadas flutuações de preços, que podem ser prejudiciais tanto a produtores como a consumidores;

(.)

1/ Neste texto sublinham-se, sempre que viável, as palavras e frases que não figuravam no texto anterior; a supressão de palavras ou frases é indicada por meio de reticências entre parênteses.

Verificando não ter sido possível completar as negociações de um novo Convênio Internacional do Café, e que é necessário dispor de mais tempo para este efeito,

Acordam no seguinte:

CAPÍTULO I - OBJETIVOS

Artigo 1

(modificado)

Objetivos

Os objetivos do Convênio são

1) preservar e promover entre produtores e consumidores o entendimento necessário à conclusão de um novo Convênio Internacional do Café e evitar as conseqüências, prejudiciais tanto para uns como para outros, que adviriam do termo da cooperação internacional,

2) conservar a Organização Internacional do Café·

) como foro para a negociação de um novo convênio;

b) como centro competente e eficaz para coligir e disseminar informações estatísticas sobre o comércio internacional de café, especialmente no respeitante a preços, exportações, importações, estoques, distribuição e consumo de café, e sobre produção e tendências de produção.

CAPÍTULO II - DEFINIÇÕES

Artigo 2

(modificado)

Definições

Para os fins do Convênio

1) "Café" significa o grão e a cereja do cafeeiro, seja em pergaminho, verde ou torrado, e inclui o café moído, o descafeinado, o líquido e o solúvel. Estes termos têm o seguinte significado

a) "café verde" significa todo café na forma de grão descascado antes de ser torrado,

b) "café em cereja" significa o fruto completo do cafeeiro; obtém-se o equivalente do café em cereja em café verde multiplicando o peso líquido da cereja seca do café por 0,5,

c) "café em pergaminho" significa o grão do café verde envolvido pelo pergaminho, obtém-se o equivalente do café em pergaminho em café verde multiplicando o peso líquido do café em pergaminho por 0,8,

d) "café torrado" significa o café verde torrado em qualquer grau e inclui o café moído, obtém-se o equivalente do café torrado em café verde multiplicando o peso líquido do café torrado por 1,19;

e) "café descafeinado" significa o café verde, torrado ou solúvel do qual se tenha extraído a cafeína, obtém-se o equivalente do café descafeinado em café verde multiplicando o peso líquido do café descafeinado quer seja verde, torrado, ou solúvel, respectivamente, por 1, 1,19 ou 3,

f) "café líquido" significa as partículas solúveis em água, obtidas do café torrado e apresentadas sob forma líquida, obtém-se o equivalente do café líquido em café verde multiplicando o peso líquido das partículas desidratadas, contidas no café líquido, por 3,

g) "café solúvel" significa as partículas desidratadas, solúveis em água, obtidas do café torrado; obtém-se o equivalente do café solúvel em café verde multiplicando o peso líquido do café solúvel por 3.

2) "Saca" significa 60 quilos, ou 132,276 libras, de café verde; "tonelada" significa uma tonelada métrica de 1.000 quilogramas, ou 2.204,6 libras, e "libra" significa 453,597 gramas.

3) "Ano cafeeiro" significa o período de um ano, de 1º de outubro a 30 de setembro.

4) "Exportação de café" significa toda partida de café que deixa o território do país em que esse café é produzido, não se considerando, no entanto, como constituindo exportação a remessa de café de um território dependente de um Membro para a respectiva metrópole ou para outro de seus territórios dependentes, a fim de aí, ou em qualquer outro de seus territórios dependentes, ser consumido.

5) "Organização", "Conselho", e "Junta" significam, respectivamente, a Organização Internacional do Café, o Conselho Internacional do Café e a Junta Executiva, mencionados no Artigo 7 do Convênio.

6) "Membro" significa uma Parte Contratante, inclusive uma organização intergovernamental que, nos termos do Artigo 3, tenha aderido ao Convênio; um ou mais territórios dependentes com respeito aos quais

tenha sido feita uma declaração de participação separada, de acordo com o Artigo 4, ou duas ou mais Partes Contratantes ou territórios dependentes, ou ambos, que participem da Organização como Grupo-Membro, de acordo com os Artigos 5 ou 6.

7) "Membro exportador" ou "país exportador" significa, respectivamente, um Membro ou país que seja exportador líquido de café, isto é, cujas exportações excedam as importações.

8) "Membro importador" ou "país importador" significa, respectivamente, um Membro ou país que seja importador líquido de café, isto é, cujas importações excedam as exportações.

9) "Membro produtor" ou "país produtor" significa, respectivamente, um Membro ou país que produza café em quantidades comercialmente significativas.

10) "Maioria distribuída simples" significa a maioria dos votos expressos pelos Membros exportadores presentes e votantes, e a maioria dos votos expressos pelos Membros importadores presentes e votantes, contados separadamente.

11) "Maioria distribuída de dois terços" significa a maioria de dois terços dos votos expressos pelos Membros exportadores presentes e votantes, e a maioria de dois terços dos votos expressos pelos Membros importadores presentes e votantes, contados separadamente.

12) (Suprimido)

13) "Produção exportável" significa a produção total de café de um país exportador, num determinado ano cafeeiro, menos o volume destinado ao consumo interno nesse mesmo ano.

14) "Disponibilidade para a exportação" significa a produção exportável de um país exportador, num determinado ano cafeeiro, acrescida dos estoques acumulados em anos anteriores.

15) (Suprimido)

16) (Suprimido)

17) (Suprimido)

CAPÍTULO III - MEMBROS

Artigo 3

(modificado)

Participação na Organização

1) Cada Parte Contratante, juntamente com os seus territórios dependentes aos quais se aplica o Convênio, em virtude do parágrafo 1) do Artigo 65, constitui um único Membro da Organização, exceto quando for estipulado por forma diferente, de acordo com os Artigos 4, 5 e 6.

2) A categoria que um Membro tiver inicialmente declarado ao aprovar, ratificar, aceitar ou aderir ao Convênio pode ser por ele modificada, de acordo com as condições que o Conselho venha a estipular.

3) Toda referência feita neste Convênio a um governo deverá ser interpretada como extensiva à Comunidade Econômica Européia ou a qualquer organização intergovernamental que tenha competência comparável para negociar, concluir e aplicar convênios internacionais, em particular convênios sobre produtos de base. Em conseqüência, a referência no presente Convênio à adesão de um governo, nos termos do Artigo 63,

será interpretada como referindo-se também à adesão de uma organização intergovernamental desse tipo.

4) Tal organização intergovernamental não terá, por si só, voto algum, mas, caso se vote sobre assuntos de sua competência, poderá votar em nome de seus Estados membros, devendo emitir esses votos coletivamente. Nesse caso, os Estados membros dessa organização intergovernamental não poderão exercer individualmente seu direito de voto.

5) O disposto no parágrafo 1) do Artigo 15 não se aplicará a uma tal organização intergovernamental, que poderá, contudo, participar nos debates da Junta Executiva sobre assuntos de sua competência. Caso se vote sobre assuntos de sua competência, e não obstante as disposições do parágrafo 1) do Artigo 18, os votos que os Estados membros estejam autorizados a emitir na Junta Executiva serão emitidos coletivamente por qualquer desses Estados.

Artigo 4

Participação separada com relação a territórios dependentes

Toda Parte Contratante que seja importadora líquida de café pode, em qualquer momento, mediante a notificação prevista no parágrafo 2) do Artigo 65, declarar que participa na Organização separadamente de qualquer dos seus territórios dependentes por ela especificados, que sejam exportadores líquidos de café. Em tal caso, o território metropolitano e os territórios dependentes não especificados constituem um único Membro, e os territórios dependentes especificados têm participação separada como Membros, seja individual ou coletivamente, conforme se indique na notificação.

Artigo 5

(modificado)

Participação inicial em grupo

1) Duas ou mais Partes Contratantes que sejam exportadoras líquidas de café podem, mediante notificação apropriada ao Secretário-Geral das Nações Unidas, ao depositar os respectivos instrumentos de (...) aceitação ou de adesão, e mediante notificação ao Conselho, declarar que entram para a Organização como Grupo-Membro. O território dependente, ao qual se aplique o Convênio segundo o parágrafo 1) do Artigo 65, pode fazer parte de tal grupo se o governo do Estado responsável por suas relações internacionais houver feito notificação nesse sentido, de acordo com o parágrafo 2) do Artigo 65. Tais Partes Contratantes e territórios dependentes devem satisfazer as seguintes condições.

a) declarar que estão dispostos a assumir, individual e coletivamente, a responsabilidade pelas obrigações do grupo;

b) apresentar subseqüentemente ao Conselho prova suficiente de que o grupo tem a organização necessária para aplicar uma política cafeeira comum, e de que dispõem, juntamente com os outros integrantes do grupo, dos meios para cumprir as obrigações que lhes impõe o Convênio; e

c) apresentar subseqüentemente prova ao Conselho de que

i) foram reconhecidos como grupo num acordo internacional de café precedente; ou

ii) têm:

a) uma política comercial e econômica comum ou coordenada com respeito ao café; e

b) uma política monetária e financeira coordenada, bem como os órgãos necessários para executar tal política, de modo que o Conselho se certifique de que o grupo está em condições de respeitar o espírito de participação coletiva e de cumprir as obrigações coletivas dela decorrentes.

2) O Grupo-Membro constitui um único Membro da Organização, devendo porém cada integrante do grupo ser tratado individualmente como Membro com respeito a todos os assuntos decorrentes das seguintes disposições

a) (Suprimido)

b) Artigos 10, 11 e 19 do Capítulo IV; e

c) Artigo 60 do Capítulo XX.

3) As Partes Contratantes e territórios dependentes que ingressem como Grupo-Membro devem especificar o governo ou a organização que os representará no Conselho com respeito a todos os assuntos concernentes ao Convênio, exceto os especificados no parágrafo 2) deste Artigo.

4) Os direitos de voto do Grupo-Membro são os seguintes

a) o Grupo-Membro tem o mesmo número de votos básicos que um País Membro que ingresse na Organização a título individual. Estes votos básicos são atribuídos ao governo ou à organização representante do grupo, que deles pode dispor;

b) no caso de uma votação sobre qualquer assunto abrangido pelas disposições especificadas no parágrafo 2) deste Artigo, os integrantes do grupo podem dispor separadamente dos votos a eles atribuídos pelas disposições do parágrafo 3) do Artigo 12 como se cada um deles fosse individualmente Membro da Organização,

exceto no que se refere aos votos básicos, que continuam atribuídos unicamente ao governo ou à organização que represente o grupo.

5) Toda Parte Contratante ou território dependente que faça parte de um Grupo-Membro pode, mediante notificação ao Conselho, retirar-se desse grupo e tornar-se Membro a título individual Essa retirada terá efeito a partir do momento em que o Conselho houver recebido a notificação. Em caso de tal retirada, ou caso um integrante do grupo deixe de o ser por se ter retirado da Organização, ou por qualquer outro motivo, os demais integrantes do grupo podem requerer ao Conselho que mantenha o grupo, o qual continuará a existir, a menos que o Conselho não aprove esse requerimento Se um Grupo-Membro for dissolvido cada um dos seus integrantes tornar-se-á Membro a título individual O Memoro que tiver deixado de pertencer a um grupo não pode vir a integrar-se em qualquer grupo durante a vigência do Convênio.

Artigo 6

Participação subseqüente em grupo

Dois ou mais Membros exportadores podem, a qualquer momento após o Convênio ter entrado em vigor, no que a eles se refere, requerer ao Conselho autorização para se constituirem em Grupo-Membro. O Conselho aprova o requerimento se considera que tanto a declaração feita pelos Membros como as provas por eles apresentadas satisfazem os requisitos do parágrafo 1) do Artigo 5. Imediatamente após a aprovação, passam a ser aplicáveis ao Grupo-Membro as disposições dos parágrafos 2), 3), 4) e 5) daquele Artigo.

CAPÍTULO IV - ORGANIZAÇÃO E ADMINISTRAÇÃO

Artigo 7

Sede e estrutura da Organização Internacional do Café

1) A Organização Internacional do Café, estabelecida pelo Convênio de 1962, continua em existência a fim de executar as disposições do Convênio e superintender o seu funcionamento.

2) A Organização tem sede em Londres, a menos que o Conselho, por maioria distribuída de dois terços, decida de outro modo.

3) A Organização exerce as suas atribuições por intermédio do Conselho Internacional do Café, da Junta Executiva, do Diretor-Executivo e de seus funcionários.

Artigo 8

Composição do Conselho Internacional do Café

1) A autoridade suprema da Organização é o Conselho Internacional do Café, que é composto por todos os Membros da Organização

2) Cada Membro é representado no Conselho por um representante e um ou mais suplentes, podendo igualmente designar um ou mais assessores para acompanhar o seu representante ou os seus suplentes.

Artigo 9

Poderes e funções do Conselho

1) O Conselho fica investido de todos os poderes que lhe são especificamente conferidos pelo Convênio, e tem os poderes o desempenha as funções necessárias à execução das disposições do Convênio.

2) O Conselho, por maioria distribuída de dois terços, determina as normas e os regulamentos necessários à execução do Convênio e com o mesmo compatíveis, inclusive o seu próprio regimento interno e os regulamentos financeiros e do pessoal da Organização. Em seu regimento, o Conselho pode estabelecer um processo que lhe permita, sem se reunir, decidir sobre questões específicas.

3) O Conselho deve, ainda, manter em arquivo a documentação necessária ao desempenho das funções que lhe atribui o Convênio e toda a demais documentação que considere conveniente. O Conselho publica um relatório anual.

Artigo 10

Eleição do Presidente e dos Vice-Presidentes do Conselho

1) O Conselho elege, para cada ano cafeeiro, um Presidente e um primeiro, um segundo e um terceiro Vice-Presidentes.

2) Como regra geral, tanto o Presidente como o primeiro Vice-Presidente devem ser eleitos seja dentre os representantes dos Membros exportadores, seja dentre os representantes dos Membros importadores, o segundo e o terceiro Vice-Presidentes devem ser eleitos dentre os representantes da outra categoria de Membros. De ano para ano cafeeiro esses cargos devem ser desempenhados alternadamente por Membros das duas categorias.

3) Nem o Presidente, nem qualquer dos Vice-Presidentes no exercício da presidência, tem direito a voto. Nesse caso, o respectivo suplente exerce os direitos de voto do Membro.

Artigo 11

Sessões do Conselho

Em regra, o Conselho reune-se duas vezes por ano em sessão ordinária. Pode reunir-se em sessões extraordinárias se assim o decidir, ou quando assim lhe for solicitado seja pela Junta Executiva, seja por cinco Membros quaisquer, seja por um ou mais Membros que disponham de pelo menos 200 votos. As sessões do Conselho são convocadas com uma antecedência de, pelo menos, 30 dias, exceto em casos de emergência. Salvo decisão em contrário do Conselho, as sessões tem lugar na sede da Organização.

Artigo 12

(modificado)

Votos

1) Os Membros exportadores dispõem de um total de 1.000 votos e os Membros importadores dispõem de um total de 1.000 votos, distribuídos entre os Membros de cada uma das categorias - isto é, Membros exportadores e importadores, respectivamente - como estipulam os parágrafos seguintes deste Artigo.

2) Cada Membro dispõe de 5 votos básicos, desde que o número total de votos básicos em cada uma das categorias não exceda 150. Caso haja mais de 30 Membros exportadores ou mais de 30 Membros importadores, o número de votos básicos dos Membros de cada categoria é ajustado, de modo que o total de votos básicos em cada categoria não ultrapasse 150.

3) Os restantes votos dos Membros exportadores são os indicados no Anexo D.

4) Os restantos votos dos Membros importadores são divididos entre estes Membros proporcionalmente ao volume médio de suas respectivas importações de café no triênio precedento.

5) A distribuição dos votos é determinada pelo Conselho no início de cada ano cafeeiro, permanecendo em vigor durante esse ano, exceto nos casos previstos no parágrafo 6) deste Artigo.

6) Sempre que ocorrer qualquer modificação no número de Membros da Organização, ou se o direito de votar de um Membro for suspenso ou restabelecido em virtude do disposto no Artigo 25, (...) o Conselho estabelecerá normas para a redistribuição dos votos, de acordo com este Artigo.

7) Nenhum Membro pode ter mais de 400 votos.

8) Os votos não serão fraccionados.

Artigo 13

Sistema de votação no Conselho

1) Cada representante dispõe de todos os votos do Membro por ele representado, e não os pode dividir. Pode, todavia, dispor de forma diferente dos votos que lhe são atribuídos nos termos do parágrafo 2) deste Artigo.

2) Todo Membro exportador pode autorizar outro Membro exportador, e todo Membro importador pode autorizar outro Membro importador, a representar seus interesses e exercer seu direito de voto em toda e qualquer reunião do Conselho. A limitação prevista no parágrafo 7) do do Artigo 12 não se aplica nesse caso.

Artigo 14

Decisões do Conselho

1) Salvo quando o Convênio dispuser em contrário, todas as decisões e todas as recomendações do Conselho são adotadas por maioria distribuída simples.

2) Aplica-se o seguinte processo com respeito a qualquer deliberação do Conselho que, segundo o Convênio, exija a maioria distribuída de dois terços.

a) se a moção não obtém a maioria distribuída de dois terços, em virtude do voto negativo de no máximo três Membros exportadores, ou de no máximo três Membros importadores, ela é novamente submetida a votação dentro de 48 horas, se o Conselho assim o decidir por maioria dos Membros presentes e por maioria distribuída simples,

b) se, novamente, a moção não obtém a maioria distribuída de dois terços dos votos, em virtude do voto negativo de um ou dois Membros exportadores, ou de um ou dois Membros importadores, ela é novamente submetida a votação dentro de 24 horas, desde que o Conselho assim o decida por maioria dos Membros presentes e por maioria distribuída simples,

c) se a moção não obtém ainda a maioria distribuída de dois terços na terceira votação, em virtude do voto negativo de apenas um Membro exportador, ou de apenas um Membro importador, ela é considerada adotada,

d) se o Conselho não submeter a moção a nova votação, ela é considerada rejeitada.

43-377 O - 75 - 34

3) Os Membros comprometem-se a aceitar como obrigatórias todas as decisões do Conselho consentâneas com as disposições do Convênio.

Artigo 15

Composição da Junta

1) A Junta Executiva é constituída por oito Membros exportadores e por oito Membros importadores, eleitos para cada ano cafeeiro de acordo com o Artigo 16 Os Membros podem ser reeleitos.

2) Cada Membro da Junta designa um representante e um ou mais suplentes.

3) Designado pelo Conselho para cada ano cafeeiro, o Presidente da Junta pode ser reconduzido. O Presidente não tem direito a voto. Se um representante for designado Presidente, o seu suplente exerce o direito de voto em seu lugar.

4) A Junta reune-se normalmente na sede da Organização, embora possa reunir-se em outro local.

Artigo 16

Eleição da Junta

1) Os Membros exportadores e importadores da Junta são eleitos em sessão do Conselho pelos Membros exportadores e importadores da Organização, respectivamente. A eleição dentro de cada categoria obedece às seguintes disposições deste Artigo.

2) Cada Membro vota por um só candidato, conferindo-lhe todos os votos de que dispõe em virtude do Artigo 12. Um Membro pode conferir a outro candidato os votos de que disponha em virtude do parágrafo 2) do Artigo 13.

3) Os oito candidatos que receberem o maior número de votos são eleitos; contudo, nenhum candidato é eleito no primeiro escrutínio, se não receber um mínimo de 75 votos.

4) Se, de acordo com o disposto no parágrafo 3) deste Artigo, menos de oito candidatos forem eleitos no primeiro escrutínio, são realizados novos escrutínios, dos quais só participam os Membros que não houverem votado por nenhum dos candidatos eleitos. Em cada escrutínio ulterior, o mínimo de votos necessários para ser eleito diminui sucessivamente de cinco unidades, até que os oito candidatos tenham sido eleitos.

5) O Membro que não houver votado por nenhum dos Membros eleitos deve atribuir seus votos a um deles, respeitado o disposto nos parágrafos 6) e 7) deste Artigo.

6) Considera-se que um Membro dispõe dos votos que recebeu ao ser eleito e dos votos que lhe venham a ser atribuídos, não podendo, contudo, nenhum Membro eleito dispor de mais de 499 votos.

7) Se os votos obtidos por um Membro eleito ultrapassarem 499, os Membros que nele votaram ou que a ele atribuíram seus votos, providenciarão entre si para que um ou mais deles retirem os votos dados a esse Membro e os transfiram para outro Membro eleito, de modo que nenhum Membro eleito disponha de mais de 499 votos.

Artigo 17

(modificado)

Competência da Junta

1) A Junta é responsável perante o Conselho e funciona sob sua direção geral.

2) O Conselho pode, por maioria distribuída simples, delegar na Junta o exercício de um ou mais de seus poderes, com exceção dos seguintes:

a) aprovação do orçamento administrativo e fixação das contribuições, nos termos do Artigo 24,

b) c) d) e) (Suprimidos)

f) dispensa das obrigações de um Membro, nos termos do Artigo 57,

g) (Suprimido)

h) estabelecimento das condições para a adesão, nos termos do Artigo 63;

i) decisão para solicitar a retirada de um Membro, nos termos do Artigo 67,

j) ( ) terminação do Convênio, nos termos do Artigo 69; e

k) recomendação de emendas, aos Membros, nos termos do Artigo 70.

3) O Conselho pode a qualquer momento por maioria distribuída simples, revogar qualquer delegação de poderes que houver feito à Junta.

Artigo 18

Sistema de votação na Junta

1) Cada membro da Junta dispõe dos votos por ele recebidos em virtude dos parágrafos 6) e 7) do Artigo 16. Não é permitido o voto por procuração. Nenhum membro pode dividir os seus votos.

2) Qualquer decisão tomada pela Junta exige a mesma maioria que seria exigida se fosse tomada pelo Conselho.

Artigo 19

Quorum para o Conselho e para a Junta

1) O quorum para qualquer reunião do Conselho consiste na presença da maioria dos Membros que detenham a maioria distribuída de dois terços do total dos votos. Se não houver quorum no dia marcado para a abertura de uma sessão do Conselho, ou se durante uma sessão do Conselho não houver quorum em três reuniões sucessivas, o Conselho é convocado para sete dias mais tarde; a partir de então, e pelo restante período dessa sessão, o quorum consiste na presença da maioria dos Membros que detenham a maioria distribuída simples dos votos. A representação por procuração, segundo o parágrafo 2) do Artigo 13, é considerada como presença.

2) O quorum para qualquer reunião da Junta consiste na presença da maioria dos Membros que detenham a maioria distribuída de dois terços do total dos votos.

Artigo 20

Diretor-Executivo e pessoal

1) Com base em recomendação da Junta, o Conselho designa o Diretor-Executivo e fixa as respectivas condições de emprego, que devem ser comparáveis às de funcionários de igual categoria em organizações intergovernamentais similares.

2) O Diretor-Executivo é o principal funcionário administrativo da Organização, sendo responsável pelo cumprimento das funções que lhe competem na administração do Convênio.

3) O Diretor-Executivo nomeia os restantes funcionários de acordo com o regulamento estabelecido pelo Conselho.

4) Nem o Diretor-Executivo nem qualquer funcionário deve ter interesses financeiros na indústria, no comércio ou no transporte do café.

5) No exercício de suas funções, o Diretor-Executivo e os funcionários não solicitam nem recebem instruções de nenhum Membro, nem de nenhuma autoridade estranha à Organização. Devem abster-se de atos incompatíveis com a sua condição de funcionários internacionais, responsáveis unicamente perante a Organização. Os Membros comprometem-se a respeitar o caráter exclusivamente internacional das responsabilidades do Diretor-Executivo e dos funcionários e a não tentar influenciá-los no desempenho de suas funções.

Artigo 21

Cooperação com outras organizações

O Conselho pode tomar as providências que julgue aconselháveis para consultar e cooperar com as Nações Unidas, suas agências especializadas, e outras organizações intergovernamentais competentes. O Conselho pode convidar essas organizações e quaisquer outras que se ocupem de café a enviar observadores às suas reuniões.

CAPÍTULO V - PRIVILÉGIOS E IMUNIDADES

Artigo 22

Privilégios e imunidades

1) A Organização possui personalidade jurídica. Ela é dotada, em especial, da capacidade de firmar contratos, de adquirir e de dispor de bens móveis e imóveis e de demandar em juízo.

2) O Governo do país em que estiver situada a sede da Organização (a seguir denominado "país-sede") concluirá com a Organização, o mais cedo possível, um acordo, sujeito à aprovação do Conselho, sobre o status, os privilégios e as imunidades da Organização, do Diretor-Executivo e de seu pessoal, bem como dos representantes de Membros que se encontrem no território do país-sede com a finalidade de exercer suas funções.

3) O acordo previsto no parágrafo 2) deste Artigo será independente do presente Convênio e estabelecerá as condições para o seu termo.

4) A menos que, de acordo com o previsto no parágrafo 2) deste Artigo, sejam estabelecidas outras disposições de caráter fiscal, o governo do país-sede:

a) concede isenção de impostos sobre a remuneração paga pela Organização a seus empregados, com a ressalva de que essa isenção não se aplica forçosamente aos nacionais do país-sede; e

b) concede isenção de impostos sobre os haveres, as receitas e os demais bens da Organização.

5) Depois da aprovação do acordo previsto no parágrafo 2) deste Artigo, a Organização poderá concluir com um ou mais Membros acordos sujeitos à aprovação do Conselho, relativos a privilégios e imunidades que possam ser necessários para o bom funcionamento do Convênio Internacional do Café.

CAPÍTULO VI - FINANÇAS

Artigo 23

Finanças

1) As despesas das delegações ao Conselho, assim como dos representantes na Junta e dos representantes em qualquer das comissões do Conselho ou da Junta são financiadas pelos respectivos governos.

2) As demais despesas necessárias à administração do Convênio são financiadas por contribuições anuais dos Membros, fixadas de acordo com o Artigo 24. O Conselho pode, todavia, exigir o pagamento de emolumentos por determinados serviços.

3) O exercício financeiro da Organização coincide com o ano cafeeiro.

Artigo 24

Aprovação do orçamento e fixação de contribuições

1) Durante o segundo semestre de cada exercício financeiro, o Conselho aprova o orçamento administrativo da Organização para o exercício financeiro seguinte e fixa a contribuição de cada Membro para esse orçamento.

2) A contribuição de cada Membro para o orçamento de cada exercício financeiro é proporcional à relação que existe, na data em que for aprovado o orçamento para aquele exercício financeiro, entre o número de votos de que dispõe esse Membro e o total dos votos de que dispõem todos os Membros reunidos. Todavia, se no início do exercício financeiro para o qual foram fixadas as contribuições houver alguma modificação na distribuição de votos entre os Membros, em virtude do disposto no parágrafo 5) do Artigo 12, as contribuições correspondentes a esse exercício são devidamente ajustadas. Para fixar as contribuições, o número de votos de cada Membro é determinado sem tomar em consideração a eventual suspensão dos direitos de voto de um Membro ou qualquer redistribuição de votos que dela possa resultar

3) A contribuição inicial de qualquer Membro que entre para a Organização depois do Convênio entrar em vigor é fixada pelo Conselho com base no número de votos que lhe são atribuídos e em função do período restante do exercício financeiro em curso, permanecendo inalteradas as contribuições fixadas aos outros Membros, para esse exercício financeiro.

Artigo 25

(modificado)

Pagamento das contribuições

1) As contribuições para o orçamento administrativo de cada exercício financeiro são exigíveis no primeiro dia do exercício e pagas em moeda livremente conversível.

2) Se um Membro não tiver pago integralmente a contribuição que lhe compete fazer para o orçamento administrativo dentro de seis meses a contar da data em que tal contribuição é exigível, ficam suspensos, até que tal contribuição seja paga, tanto os seus direitos de voto no Conselho como o direito de dispor dos seus votos na Junta. Todavia, a menos que o Conselho assim o decida por maioria distribuída de dois terços, tal Membro não fica privado de nenhum outro direito, nem relevado de nenhuma das obrigações que lhe impõe o Convênio.

3) Os Membros cujos direitos de voto tenham sido suspensos de acordo com o parágrafo 2) deste Artigo (. .) permanecem, entretanto, responsáveis pelo pagamento de suas respectivas contribuições.

Artigo 26

Verificação e publicação das contas

O mais cedo possível após o encerramento de cada exercício financeiro, é apresentada ao Conselho, para aprovação e publicação, uma prestação de contas das receitas e despesas da Organização durante esse exercício financeiro, previamente verificada por perito em contabilidade e independente da Organização.

CAPÍTULO VII - REGULAMENTAÇÃO DAS EXPORTAÇÕES

Artigo 27

Compromissos gerais dos Membros

(suprimido)

Artigo 28

Quotas básicas de exportação

(suprimido)

Artigo 29

Quotas básicas de exportação de um Grupo-Membro

(suprimido)

Artigo 30

Fixação das quotas anuais de exportação

(suprimido)

Artigo 31

Disposições complementares relativas a quotas básicas e anuais de exportação

(suprimido)

Artigo 32

Fixação das quotas trimestrais de exportação

(suprimido)

Artigo 33

Ajustamento das quotas anuais de exportação

(suprimido)

Artigo 34

Notificação de insuficiências

(suprimido)

Artigo 35

Ajustamento das quotas trimestrais de exportação

(suprimido)

Artigo 36

Processo para o ajustamento das quotas de exportação

(suprimido)

Artigo 37

Disposições suplementares para o ajustamento das quotas de exportação

(suprimido)

Artigo 38

Observância das quotas de exportação

(suprimido)

Artigo 39

Embarques de café de territórios dependentes

(suprimido)

Artigo 40

Exportações não deoitadas a quotas

(suprimido)

Artigo 41

Acordos regionais e inter-regionais de preços

(suprimido)

Artigo 42

Estudo das tendências do mercado

(suprimido)

CAPÍTULO VIII - CERTIFICADOS DE ORIGEM E DE REEXPORTAÇÃO

Artigo 43

Certificados de origem e de reexportação

(suprimido)

CAPÍTULO IX - CAFÉ INDUSTRIALIZADO

Artigo 44

Medidas relativas ao café industrializado

(suprimido)

CAPÍTULO X - REGULAMENTAÇÃO DAS IMPORTAÇÕES

Artigo 45

Regulamentação das importações

(suprimido)

CAPÍTULO XI - INCREMENTO DO CONSUMO

Artigo 46

Promoção

(suprimido)

Artigo 47

Remoção de obstáculos ao consumo

(suprimido)

CAPÍTULO XII - POLÍTICA E DISCIPLINA DE PRODUÇÃO

Artigo 48

Política e disciplina de produção

(suprimido)

CAPÍTULO XIII - REGULAMENTAÇÃO DE ESTOQUES

Artigo 49

Política de estoques

(suprimido)

CAPÍTULO XIV - OBRIGAÇÕES DIVERSAS DOS MEMBROS

Artigo 50

Consultas e cooperação com o comércio

(suprimido)

Artigo 51

Operações de troca

(suprimido)

Artigo 52

Misturas e substitutos

1) Os Membros não devem manter em vigor regulamentos quo requeiram que outros produtos sejam utilizados, fabricados, ou misturados com café, para revenda comercial como café. Os Membros devem esforçar-se por proibir a venda e a propaganda, sob o nome de café, de produtos que contonham menos do equivalente a 90 por cento de café verde como matéria prima básica.

2) O Diretor-Executivo submete ao Conselho um relatório anual sobre a observância das disposições deste Artigo.

3) O Conselho pode recomendar a qualquer Membro a adoção das medidas necessárias para assegurar a observância das disposições deste Artigo.

CAPÍTULO XV - FINANCIAMENTO ESTACIONAL

Artigo 53

Financiamento estacional

(suprimido)

CAPÍTULO XVI - FUNDO DE DIVERSIFICAÇÃO

Artigo 54

Fundo de Diversificação

(suprimido)

CAPÍTULO XVII - INFORMAÇÕES E ESTUDOS

Artigo 55

(modificado)

Informações

1) A Organização serve de centro para a compilação, o intercâmbio e a publicação de:

a) informações estatísticas relativas à produção, às tendências de produção, aos preços, às exportações e importações, à distribuição e ao consumo de café no mundo; e

b) na medida em que o julgar conveniente, informações técnicas sobre o cultivo, a preparação e a utilização do café.

2) O Conselho pode solicitar aos Membros as informações sobre o café que considere necessárias às suas atividades, inclusive relatórios estatísticos periódicos sobre a produção, as tendências de produção, as exportações e importações, a distribuição, o consumo, os estoques e os impostos, mas não publica nenhuma informação que permita a identificação de atividades de pessoas ou empresas que produzam, industrializem ou comercializem o café. Os Membros prestarão as informações solicitadas da maneira mais minuciosa e precisa possível.

3) Se um Membro deixar de prestar, ou encontrar dificuldades em prestar, dentro de um prazo razoável, informações estatísticas ou outras solicitadas pelo Conselho e necessárias ao bom funcionamento da Organização, o Conselho poderá solicitar ao Membro em apreço que explique as razões da omissão. Se considerar necessário prestar assistência técnica na matéria, o Conselho poderá adotar as medidas pertinentes.

Artigo 56

Estudos

1) O Conselho pode promover estudos relativos: à economia da produção e da distribuição do café; ao impacto de medidas governamentais nos países produtores e consumidores sobre a produção e o consumo de café; às oportunidades para a expansão do consumo de café tanto para usos tradicionais como para novos usos; e aos efeitos do funcionamento do Convênio sobre países produtores e consumidores de café, inclusive no que se refere a seus termos de troca.

2) A Organização pode estudar a viabilidade de estabelecer padrões mínimos de qualidade para as exportações dos Membros produtores. O Conselho pode discutir recomendações nesse sentido.

CAPÍTULO XVIII - DISPENSA DE OBRIGAÇÕES

Artigo 57

(modificado)

Dispensa de obrigações

1) O Conselho pode, por maioria distribuída de dois terços, dispensar um Membro de uma obrigação em virtude de circunstâncias excepcionais ou de emergência, razões de força maior, obrigações constitucionais ou obrigações internacionais decorrentes da Carta das Nações Unidas com respeito a territórios administrados sob o regime de tutela.

2) Ao conceder dispensa a um Membro, o Conselho deve indicar explicitamente os termos, as condições e o prazo de duração da dispensa.

3) (Suprimido)

43-377 O - 75 - 35

CAPÍTULO XIX - CONSULTAS, LITÍGIOS E RECLAMAÇÕES

Artigo 58

(modificado)

Consultas

Todo Membro acolherá favoravelmente as diligências que possam ser feitas por outro Membro sobre qualquer matéria relacionada com o Convênio e proporcionará oportunidades para a realização de consultas a ela relativas. No decurso de tais consultas, a pedido de qualquer das partes e com o assentimento da outra, o Diretor-Executivo constituirá uma comissão independente, que utilizará seus bons ofícios para conciliar as partes. As despesas com a comissão não podem ser imputadas à Organização. Se uma das partes não concordar em que o Diretor-Executivo constitua a comissão, ou se as consultas não conduzirem a uma solução, o assunto pode ser encaminhado ao Conselho (..) Se as consultas conduzirem a uma solução, será apresentado relatório ao Diretor-Executivo, que o distribuirá a todos os Membros.

Artigo 59

Litígios e reclamações

(suprimido)

CAPÍTULO XX - DISPOSIÇÕES FINAIS

Artigo 60

Assinatura

(suprimido)

Artigo 61

Ratificação

(suprimido)

Artigo 62

Entrada em vigor

(suprimido)

Artigo 63

(modificado)

Adesão

1) O governo de qualquer Estado membro das Nações Unidas, ou de qualquer de suas agências especializadas, pode aderir a este Convênio, naa condições que o Conselho venha a fixar (.)

2) O governo que depositar um instrumento de adesão deve, ao fazer o depósito, indicar se adere à Organização como Membro exportador ou como Membro importador, tal como definido nos parágrafos 7) e 8) do Artigo 2.

Artigo 64

Reservas

Não são admitidas reservas quanto a qualquer das disposições deste Convênio.

Artigo 65

(modificado)

Notificações relativas aos territórios dependentes

1) Todo governo pode, por ocasião (.) do depósito de seu instrumento de ( ) aceitação ou adesão, ou em qualquer data posterior, notificar ao Secretário-Geral das Nações Unidas que o Convênio prorrogado se aplica a quaisquer territórios por cujas relações internacionais é responsável, e, a partir da data dessa notificação, o Convênio prorrogado aplicar-se-á aos referidos territórios.

2) Toda Parte Contratante que deseje exercer os direitos que lhe cabem, de acordo com o disposto no Artigo 4, com respeito a qualquer dos seus territórios dependentes, ou que deseje autorizar um de seus territórios dependentes a participar de um Grupo-Membro constituído segundo os Artigos 5 ou 6, pode fazê-lo mediante notificação nesse sentido ao Secretário-Geral das Nações Unidas, por ocasião do depósito do instrumento de ( ) aceitação ou adesão, ou em data posterior

3) Toda Parte Contratante que tenha feito uma declaração nos termos do parágrafo 1) deste Artigo pode, posteriormente, mediante notificação ao Secretário-Geral das Nações Unidas, declarar que o Convênio deixa de se aplicar ao território indicado na notificação; a partir da data dessa notificação, o Convênio deixa de se aplicar a tal território.

4) O governo de um território ao qual seja aplicado o Convênio, de acordo com o disposto no parágrafo 1) deste Artigo, e que posteriormente se torne independente, pode, dentro de noventa dias após a

independência, declarar, mediante notificação ao Secretário-Geral das Nações Unidas, que assume os direitos e obrigações de uma Parte Contratante do Convênio. A partir da data da notificação, esse governo é Parte Contratante do Convênio.

Artigo 66

Retirada voluntária

Toda Parte Contratante pode retirar-se do Convênio a qualquer momento, mediante notificação, por escrito, de sua retirada, ao Secretário-Geral das Nações Unidas. A retirada tem efeito noventa dias após o recebimento da notificação.

Artigo 67

Retirada compulsória

Se o Conselho decidir que um Membro deixou de cumprir as obrigações que lhe impõe o Convênio e que isto prejudica seriamente o funcionamento do Convênio, pode, por maioria distribuída de dois terços, exigir a retirada de tal Membro da Organização. O Conselho notifica imediatamente essa decisão ao Secretário-Geral das Nações Unidas. Noventa dias após a data da decisão do Conselho, o Membro deixa de pertencer à Organização e, se for Parte Contratante, deixa de participar do Convênio.

Artigo 68

Acerto de contas com Membros que se retirem

1) O Conselho faz o acerto de contas com qualquer Membro que se retire. A Organização retém as importâncias já pagas pelo Membro em apreço, que fica obrigado a pagar as importâncias que deva à Organização na data em que tal retirada se tornar efetiva, todavia, no caso de uma Parte Contratante não poder aceitar uma emenda e, conseqüentemente, se retirar ou deixar de participar do Convênio, de acordo com o disposto no parágrafo 2) do Artigo 70, o Conselho pode fazer o acerto de contas que considere eqüitativo.

2) O Membro que se houver retirado ou tiver deixado de participar do Convênio não tem direito a parte alguma do produto da liquidação, ou de outros haveres da Organização no momento em que terminar o Convênio, em virtude do Artigo 69

Artigo 69

(modificado)[1/]

Vigência e termo

Negociação de um novo convênio

1) Respeitadas as condições do parágrafo 2), o Convênio prorrogado permanece em vigor até 30 de setembro de 1975, a menos que, antes dessa data, entre em vigor um novo convênio.

1/ O parágrafo 2) deste Artigo corresponde ao parágrafo 3) do Artigo 69 do Convênio de 1968 e o parágrafo 3) corresponde ao parágrafo 4) do Artigo 69 do Convênio de 1968.

2) O Conselho pode, a qualquer momento, por maioria dos Membros que detenham, pelo menos, a maioria distribuída de dois terços dos votos, terminar o Convênio, e, se assim o decidir, fixará a data em que o Convênio termina.

3) O Conselho continuará em existência, não obstante haver terminado o Convênio, pelo tempo que for necessário para liquidar a Organização, encerrar suas contas e dispor de seus haveres, durante esse período, o Conselho tem os poderes e as funções que para isso sejam necessários.

4) Por maioria de 58 por cento dos Membros que disponham de, pelo menos, uma maioria distribuída de 70 por cento da totalidade dos votos, pode o Conselho negociar um novo convênio que terá a duração que ele determinar

Artigo 70

Emendas

1) O Conselho pode, por maioria distribuída de dois terços, recomendar às Partes Contratantes uma emenda ao Convênio. A emenda entra em vigor cem dias após haver o Secretário-Geral das Nações Unidas recebido notificações de aceitação de Partes Contratantes que representem, pelo menos, 75 por cento dos países exportadores e que detenham, pelo menos, 85 por cento dos votos dos Membros exportadores, e de Partes Contratantes que representem, pelo menos, 75 por cento dos países importadores e que detenham, pelo menos, 60 por cento dos votos dos Membros importadores. O Conselho pode fixar às Partes Contratantes prazo para que notifiquem ao Secretário-Geral das Nações Unidas a sua aceitação

da emenda; se a emenda não houver entrado em vigor dentro desse prazo, é considerada como retirada. O Conselho presta ao Secretário-Geral das Nações Unidas as informações necessárias para que seja determinado se uma emenda entrou ou não em vigor

2) Toda Parte Contratante, ou qualquer território dependente que seja Membro ou integrante de um Grupo-Membro, e em cujo nome não tenha sido feita notificação de aceitação de uma emonda até a data de sua entrada em vigor, deixa, a partir dessa data, de participar do Convênio.

Artigo 71

(modificado)

Notificações pelo Secretário-Geral das Nações Unidas

O Secretário-Geral das Nações Unidas notifica a todas as Partes Contratantes do Convênio Internacional do Café de 1968, e a todos os outros governos de Estados membros das Nações Unidas ou de qualquer de suas agências especializadas todo depósito de instrumento de (...) aceitação ou adesão (...). O Secretário-Geral das Nações Unidas informa igualmente todas as Partes Contratantes de qualquer notificação feita nos termos dos Artigos 5 (...), 65, 66 ou 67, da data em que o Convênio (...) termina segundo o Artigo 69, e da data em que uma emenda entra em vigor em virtude do Artigo 70.

Artigo 72

(modificado)

Disposições suplementares e transitórias

1) O presente Convênio é continuação do Convênio Internacional do Café de 1962.

2) A fim de facilitar a continuação ininterrupta do Convênio:

a) Têm validade, a menos que hajam sido modificados por disposições do presente Convênio, todos os atos praticados pela Organização ou em seu nome, ou por qualquer de seus órgãos, (. .) que estejam em vigor em 30 de setembro de 1973 e em cujos termos não esteja estipulada, para essa data, a sua terminação. Com exceção do previsto nas alíneas b) e c) deste parágrafo, ficam expressamente revogados, a partir de 1º de outubro de 1973, todos os atos baseados nos artigos suprimidos do Convênio Internacional do Café de 1968.

b) A partir de 30 de setembro de 1973, o Fundo de Diversificação continuará em existência pelo período que for necessário para proceder à sua liquidação, para saldar suas contas e para dispor de seu ativo. Para esse efeito, o Conselho poderá, durante aquele período, emendar os Estatutos conforme considerar necessário.

c) A partir de 30 de setembro de 1973, o Comitê de Promoção Mundial do Café permanecerá em existência pelo período que for necessário para proceder à liquidação do Fundo de Promoção para saldar suas contas e para dispor de seu ativo.

d) Todas as decisões adotadas pelo Conselho durante o ano cafeeiro de 1972/73 para aplicação no ano cafeeiro de 1973/74 serão aplicadas em base provisória, como se a prorrogação do Convênio já estivesse em vigor.

(...)

Os textos deste Convênio em espanhol, francês, inglês e português (.) são igualmente autênticos. Os originais ficam depositados nos arquivos das Nações Unidas, e o Secretário-Geral das Nações Unidas expede cópias autenticadas a ( ) todas as Partes Contratantes do Convênio.

ANEXO A

Quotas básicas de exportação

(suprimido)

ANEXO B

Países de destino não-sujeitos a quotas, mencionados no Artigo 40, Capítulo VII

(suprimido)

ANEXO C

Distribuição de votos

(suprimido)

ANEXO D

PAÍSES EXPORTADORES DISTRIBUIÇÃO DE VOTOS

País Exportador	Votos		
	Básicos	Restantes	Total
TOTAL	136	864	1.000
Bolívia	4	-	4
Brasil	4	327	331
Burúndi	4	4	8
Colômbia	4	109	113
Costa Rica	4	17	21
Equador	4	12	16
El Salvador	4	30	34
Etiópia	4	23	27
Gana	4	-	4
Guatemala	4	28	32
Guiné	4	2	6
Haiti	4	8	12
Honduras	4	7	11
Índia	4	7	11
Indonésia	4	21	25
Jamaica	4	-	4
Libéria	4	-	4
México	4	27	31
Nicarágua	4	9	13
Nigéria	4	-	4
OAMCAF	4	8	88
OAMCAF			(4)
Camarões			(15)
Costa do Marfim			(4[illegible])
Daomé			(1)
Gabão			(1)
República Centro-Africana			(3)
República Malgaxe			(14)
República Popular do Congo			(1)
Togo			(3)
Panamá	4	-	4
Paraguai	4	-	4
Peru	4	12	16
Portugal	4	43	47
Quênia	4	13	17
República Dominicana	4	8	12
Ruanda	4	2	6
Serra Leoa	4	2	6
Tanzânia	4	11	15
Trindade e Tobago	4	-	4
Uganda	4	37	41
Venezuela	4	5	9
Zaire	4	16	20

ANEXO 2

DISTRIBUIÇÃO DE VOTOS

País	Exportador	Importador
Austrália	-	9
Áustria	-	13
Bélgica*	-	27
Bolívia	4	-
Brasil	331	-
Burúndi	8	-
Canadá	-	32
Chipre	-	5
Colômbia	113	-
Costa Rica	21	-
Dinamarca	-	24
Equador	16	-
El Salvador	34	-
Espanha	-	26
Estados Unidos da América	-	386
Etiópia	27	-
Finlandia	-	21
França	-	79
Gana	4	-
Guatemala	32	-
Guiné	6	-
Haiti	12	-
Honduras	11	-
India	11	-
Indonésia	25	-
Israel	-	7
Itália	-	54
Jamaica	4	-
Japão	-	28
Libéria	4	-
México	31	-
Nicarágua	13	-
Nigéria	4	-
Noruega	-	16
Nova Zelândia	-	7
OAMCAF	(88)	-
OAMCAF	(4) 1/	-
Camarões	15	-
Costa do Marfim	46	-
Daomé	1	-
Gabão	1	-
República Centro-Africana	3	-
República Malgaxe	14	-
República Popular do Congo	1	-
Togo	3	-
Países Baixos	-	42
Panamá	4	-
Paraguai	4	-
Peru	16	-
Portugal	47	-
Quenia	17	-
Reino Unido	-	51
República Dominicana	12	-
República Federal da Alemanha	-	103
Ruanda	6	-
Serra Leoa	6	-
Suécia	-	37
Suíça	-	23
Tanzania	15	-
Tchecoslováquia	-	10
Trindade e Tobago	4	-
Uganda	41	-
Venezuela	9	-
Zaire	20	-
TOTAL	996	1,000

* Inclui o Luxemburgo

1/ Votos básicos que não podem ser atribuídos a Partes Contratantes individuais de acordo com o Artigo 5 (4) (b).

CÓPIA FIEL E COMPLETA, devidamente autenticada, do texto em português, da Resolução Número 264, aprovada nos termos do parágrafo 2) do Artigo 69 do Convênio Internacional do Café de 1968, na segunda reunião plenária da vigésima segunda sessão do Conselho Internacional do Café, no dia 14 de abril de 1973, tal como verificado pela Comissão de Redação criada pelo Conselho, e transmitido ao Secretário-Geral das Nações Unidas.

Diretor-Executivo
Organização Internacional do Café

Londres 14 de Maio de 1973

[SEAL]

INTERNATIONAL COFFEE ORGANIZATION
ORGANIZACION INTERNACIONAL DEL CAFE
ORGANIZACÃO INTERNACIONAL DO CAFE
ORGANISATION INTERNATIONALE DU CAFE

PRORROGA DEL

CONVENIO INTERNACIONAL DEL CAFE DE 1968

Texto de la Resolución Número 264
Aprobada en el vigesimosegundo período de
sesiones del Consejo Internacional del Café
(12 – 14 abril 1973)

RESOLUCION NUMERO 264

(Aprobada en la segunda sesión plenaria, el 14 de abril 1973)

PRORROGA DEL CONVENIO INTERNACIONAL DEL CAFE DE 1968

EL CONSEJO INTERNACIONAL DEL CAFE

CONSIDERANDO:

Que el Convenio Internacional del Café de 1968, con sujeción a las disposiciones del Artículo 69, permanecerá en vigor hasta el 30 de septiembre de 1973;

Que el tiempo necesario para negociar un nuevo Convenio y para llevar a efecto los trámites y procedimientos constitucionales de aprobación, ratificación o aceptación no permite que tal Convenio entre en vigor el 1 de octubre de 1973;

Que el párrafo 2) del Artículo 69 faculta al Consejo para prorrogar el Convenio Internacional del Café de 1968, con o sin modificaciones; y

Que, a fin de disponer de tiempo para la negociación de un nuevo Convenio, debe ser prorrogado el Convenio Internacional del Café de 1968,

RESUELVE:

1. Que, con las modificaciones que se especifican en el Anexo 1 de la presente Resolución, el Convenio Internacional del Café de 1968 sea prorrogado hasta el 30 de septiembre de 1975.

2. Que el Convenio Internacional del Café de 1968 prorrogado de conformidad con lo dispuesto en el párrafo 1 de la presente Resolución continuará en vigor entre las Partes Contratantes del Convenio que hayan notificado al Secretario General de las Naciones Unidas, a más tardar el 30 de septiembre de 1973, su aceptación de dicho Convenio, a condición de que, en esa fecha, dichas Partes Contratantes representen por lo menos veinte Miembros exportadores que tengan la mayoría de los votos de los Miembros exportadores, y por lo menos diez Miembros importadores que tengan la mayoría de los votos de los Miembros importadores. A este efecto, la distribución de votos será la que se indica en el Anexo 2 de la presente Resolución.

3. Que la notificación por una Parte Contratante de que acepta el Convenio prorrogado con sujeción a sus pertinentes procedimientos constitucionales se considerará que tiene los mismos efectos que una notificación de aceptación y, por consiguiente, la Parte Contratante de que se trate tendrá todos los derechos y obligaciones correspondientes a un Miembro. Si, a más tardar el 31 de marzo de 1974, o en la fecha posterior que el Consejo pudiere decidir, el Secretario General de las Naciones Unidas no hubiere recibido confirmación de que se han llevado

43-377 O - 75 - 36

a término dichos procedimientos constitucionales, la Parte Contratante de que se trate dejará inmediatamente de participar en el Convenio.

4. Dar instrucciones al Director Ejecutivo para que transmita la presente Resolución al Secretario General de las Naciones Unidas con el ruego de que, de conformidad con las disposiciones del Artículo 71 del Convenio, notifique a las Partes Contratantes la fecha hasta la cual queda prorrogado el Convenio.

ANEXO 1

CONVENIO INTERNACIONAL DEL CAFE DE 1968 PRORROGADO

PARTE A

El Convenio Internacional del Café de 1968 queda modificado como sigue:

PREAMBULO

Párrafo 3: Se suprimen las palabras "a la acumulación de existencias onerosas,"

Párrafo 4. Se suprime el texto actual.

Párrafo 5: Se suprime el texto actual, reemplazándolo por el siguiente: "Teniendo en cuenta que no ha sido posible llevar a término la negociación de un nuevo Convenio Internacional del Café y que se requiere tiempo adicional para ese objeto,"

ARTICULO 1

Se suprime el texto actual, reemplazándolo por el siguiente:

"Los objetivos del Convenio son:

1) Conservar y fomentar el entendimiento entre productores y consumidores necesario para concertar un nuevo Convenio Internacional del Café y para evitar

las consecuencias perjudiciales para ambos que resultarían de la terminacion de la cooperacion internacional,

2) Conservar la Organizacion Internacional del Café:

a) como foro para la negociacion de un nuevo Convenio;

b) como centro competente y eficaz para la reunión y difusion de información estadística sobre el comercio internacional del café, y en particular sobre precios, exportaciones, importaciones, existencias, distribución y consumo de café, así como sobre produccion y tendencias de la produccion."

ARTICULO 2

Párrafo 4): Se suprime el texto actual, reemplazandolo por el siguiente.

"Exportacion de café" significa cualquier partida de café que salga del territorio del país donde fue producido, con la excepción de que las partidas de café procedentes de cualquiera de los territorios dependientes de un Miembro y destinadas a su territorio metropolitano o a otro de sus territorios dependientes para el consumo interno en el mismo, o para el consumo en cualquiera de los demas territorios dependientes, no se considerarán exportaciones de café."

Párrafo 6) Se añaden, a continuación de las palabras "Miembro una Parte Contratante", las palabras: "incluso una organización intergubernamental que, de conformidad con lo dispuesto en el Artículo 3, se haya adherido al Convenio;"

Párrafos 12), 15), 16) y 17) Se suprimen.

ARTICULO 3

Párrafo 3). Se suprime el texto actual, sustituyéndolo por los siguientes nuevos párrafos 3), 4) y 5):

"3) Toda referencia que se haga en el presente Convenio a la palabra Gobierno será interpretada en el sentido de que incluye una referencia a la Comunidad Económica Europea o a una organización intergubernamental con competencia comparable en lo que respecta a la negociación, celebración y aplicación de convenios internacionales, en particular de convenios sobre productos básicos. En consecuencia, toda referencia en el presente Convenio a la adhesión por un Gobierno en virtud de las disposiciones del Artículo 63 será interpretada en el sentido de que incluye una referencia a la adhesión por una organización intergubernamental de tal naturaleza.

4) Una organización intergubernamental de tal naturaleza no tendrá voto alguno, pero, en caso de que se vote sobre cuestiones de su competencia, estará facultada para depositar los votos de sus Estados miembros y los depositará colectivamente. En ese caso, los Estados miembros de esa organización intergubernamental no estarán facultados para ejercer individualmente su derecho de voto.

5) Lo dispuesto en el párrafo 1) del Artículo 15 no se aplicará a una organización intergubernamental de tal naturaleza, pero ésta podrá participar en los debates de la Junta Ejecutiva sobre cuestiones de su competencia. En caso de que se vote sobre cuestiones de su competencia, y sin perjuicio de las disposiciones del párrafo 1) del Artículo 18, los votos que sus Estados miembros estén facultados para depositar en la Junta Ejecutiva serán depositados colectivamente por cualquiera de esos Estados miembros."

ARTICULO 5

Párrafo 1). Se suprimen las siguientes palabras: "aprobación, ratificación".

Párrafo 2). Se suprime el apartado a).

ARTICULO 12

Párrafo 3): Se suprime el texto actual, reemplazándolo por el siguiente:

"Los restantes votos de los Miembros exportadores serán los que se especifican en el Anexo D."

Párrafo 6): Se suprimen las palabras "de los Artículos 25, 38, 45, 48, 54 o 59" reemplazándolas por "del Artículo 25"

ARTICULO 17

Párrafo 2): Se suprimen los apartados b), c), d), e) y g).

Se suprime del apartado j) las palabras "prórroga o"

ARTICULO 25

Párrafo 3): Se suprimen las palabras "o de los Artículos 38, 45, 48, 54 ó 59"

ARTICULOS 27 - 51 Se suprimen.

ARTICULOS 53 - 54 Se suprimen.

ARTICULO 55

Párrafo 1): Apartado a) Se insertan las palabras "las tendencias de la produccion, los precios," entre las palabras "la producción," y "las exportaciones" *

* En la versión en español de los Convenios de 1962 y 1968 falta la palabra "precios", que se incluye en la presente modificación para obviar la omisión.

Párrafo 2): Se insertan las palabras "tendencias de la producción," entre las palabras "producción," y "exportaciones".

ARTICULO 57

Párrafo 3): Se suprime.

ARTICULO 58 Se suprimen las palabras "de conformidad con el Artículo 59".

ARTICULOS 59, 60, 61 y 62 Se suprimen.

ARTICULO 63

Párrafo 1): Se suprimen la segunda frase, que comienza con las palabras "Si se trata de un país exportador", y todas las frases que siguen en el mismo párrafo.

ARTICULO 65

Párrafo 1): Se suprimen las palabras "de la firma o" y "aprobación, ratificacion,".

Se inserta la palabra "prorrogado" a continuación de la palabra "Convenio".

Párrafo 2): Se suprimen las palabras "aprobación, ratificación,".

ARTICULO 69

Se suprime el texto actual 1/, sustituyéndolo por el siguiente:

"1) El Convenio prorrogado, con sujeción a las disposiciones del párrafo 2), permanecerá vigente hasta el 30 de septiembre de 1975 o hasta que un nuevo Convenio haya entrado en vigor, si esto ocurriere en fecha anterior.

2) El Consejo podrá en cualquier momento, mediante el voto afirmativo de una mayoría de los Miembros que representen por lo menos una mayoría distribuida de dos tercios del total de los votos, declarar terminado el Convenio, con efecto en la fecha que determine el Consejo.

3) A pesar de la terminación del Convenio, el Consejo seguirá existiendo todo el tiempo que se requiera para liquidar la Organización, cerrar sus cuentas y disponer de sus haberes, y tendrá durante dicho período todas las facultades y funciones que sean necesarias para tales propósitos.

4) El Consejo podrá, mediante el voto afirmativo del 58 por ciento de los Miembros, que representen por lo menos una mayoría distribuida del 70 por ciento del total de los votos, negociar un nuevo Convenio por el período que determine el Consejo."

1/ Debe observarse que el párrafo 2) del presente texto corresponde al párrafo 3) del Artículo 69 del Convenio de 1968, y que el párrafo 3) corresponde al párrafo 4) del Artículo 69 del Convenio de 1968.

ARTICULO 71

Primera frase: Se suprime la fecha "1962", sustituyéndola por "1968" Se suprimen las palabras "aprobación, ratificación," y "así como la fecha en que el Convenio entrará en vigor provisional y definitivamente"

Segunda frase: Se suprimen las palabras "del párrafo 4) del Articulo 62," y "se considerará prorrogado o" Se inserta antes de la palabra "terminado", la palabra "quedará"

ARTICULO 72

Párrafo 2): Se suprime el texto actual reemplazándolo por el siguiente:

"2) Con el objeto de facilitar la continuacion sin interrupcion del Convenio:

a) Todas las medidas adoptadas por la Organizacion, o en nombre de la misma, o por cualquiera de sus organos que estén en vigor el 30 de septiembre de 1973, y en cuyos terminos no se haya estipulado su expiracion en esa fecha, permaneceran en vigencia a menos que hayan sido modificadas en virtud de las disposiciones del presente Convenio.

Todas las medidas que se basen en los artículos suprimidos en el Convenio Internacional del Café de 1968 quedan expresamente derogadas a partir del 1 de octubre de 1973, excepto por lo que se refiere a lo previsto en los apartados b) y c) del presente párrafo.

b) Con posterioridad al 30 de septiembre de 1973, el Fondo de Diversificación seguirá existiendo todo el tiempo que se requiera para llevar a efecto su liquidación, cerrar sus cuentas y disponer de sus haberes. Durante ese período, el Consejo podrá adoptar las enmiendas a los Estatutos que estime necesarias para tales fines.

c) Con posterioridad al 30 de septiembre de 1973, el Comité de Promocion Mundial del Café seguirá existiendo todo el tiempo que se requiera para llevar a efecto la liquidación del Fondo de Promoción, cerrar sus cuentas y disponer de sus haberes.

d) Todas las decisiones adoptadas por el Consejo durante el año cafetero 1972/73 para su aplicación en el año cafetero 1973/74 se aplicarán a título provisional como si la prórroga del Convenio hubiere tenido efecto."

El párrafo que comienza con las palabras:

"EN FE DE LO CUAL. ", se suprime.

Ultimo párrafo:	Se suprime la referencia al idioma ruso; se suprimen las palabras "Gobierno signatario o que se adhiera al", sustituyendolas por "Parte Contrante del"
ANEXOS A, B y C	Se suprimen.
ANEXO D	Se añade.

ANEXO D

PAISES EXPORTADORES. DISTRIBUCION DE VOTOS

País exportador	Votos		
	Básicos	Restantes	Total
TOTAL	136	864	1.000
Bolivia	4	-	4
Brasil	4	327	331
Burundi	4	4	8
Colombia	4	109	113
Costa Rica	4	17	21
Ecuador	4	12	16
El Salvador	4	30	34
Etiopía	4	23	27
Ghana	4	-	4
Guatemala	4	28	32
Guinea	4	2	6
Haití	4	8	12
Honduras	4	7	11
India	4	7	11
Indonesia	4	21	25
Jamaica	4	-	4
Kenia	4	13	17
Liberia	4	-	4
México	4	27	31
Nicaragua	4	9	13
Nigeria	4	-	4
OAMCAF	4	84	88
OAMCAF			(4)
Camerún			(15)
Congo, República Popular			(1)
Costa de Marfil			(46)
Dahomey			(1)
Gabón			(1)
República Centroafricana			(3)
República Malgache			(14)
Togo			(3)
Panamá	4	-	4
Paraguay	4	-	4
Perú	4	12	16
Portugal	4	43	47
República Dominicana	4	8	12
Rwanda	4	2	6
Sierra Leona	4	2	6
Tanzania	4	11	15
Trinidad y Tabago	4	-	4
Uganda	4	37	41
Venezuela	4	5	9
Zaire	4	16	20

PARTE B

El texto del Convenio Internacional del Café de 1968 prorrogado es el siguiente: 1/

CONVENIO INTERNACIONAL DEL CAFE DE 1968 PRORROGADO

Preámbulo

(Modificado)

Los Gobiernos signatarios de este Convenio,

Reconociendo la importancia excepcional del café para la economía de muchos países que dependen en gran medida de este producto para obtener divisas y continuar así sus programas de desarrollo económico y social,

Considerando que una estrecha colaboración internacional en la comercialización del café estimulará la diversificación económica y el desarrollo de los países productores, contribuyendo así a fortalecer los vínculos políticos y económicos entre países productores y consumidores;

Encontrando motivos para esperar una tendencia al desequilibrio persistente entre la producción y el consumo (...) y a marcadas fluctuaciones en los precios, que pueden resultar perjudiciales para los productores y los consumidores;

1/ Nota. Siempre que ha sido posible, se indican mediante subrayado las nuevas palabras y frases introducidas, al tiempo que las supresiones se indican con los signos (...).

(...)

Teniendo en cuenta que no ha sido posible llevar a término la negociación de un nuevo Convenio Internacional del Café y que se requiere tiempo adicional para ese objeto,

Convienen lo que sigue:

CAPITULO I - OBJETIVOS

Artículo 1

(Modificado)

Objetivos

Los objetivos del Convenio son:

1) Conservar y fomentar el entendimiento entre productores y consumidores necesario para concertar un nuevo Convenio Internacional del Café y para evitar las consecuencias perjudiciales para ambos que resultarían de la terminación de la cooperación internacional,

2) Conservar la Organización Internacional del Café:

a) como foro para la negociación de un nuevo Convenio;

b) como centro competente y eficaz para la reunión y difusión de información estadística sobre el comercio internacional del café, y en particular sobre precios, exportaciones, importaciones, existencias, distribución y consumo de café, así como sobre producción y tendencias de la producción.

CAPITULO II - DEFINICIONES

Articulo 2

(Modificado)

Definiciones

Para los fines del Convenio:

1) "Café" significa el grano y la cereza del cafeto, ya sea en pergamino, verde o tostado, e incluirá el café molido, descafeinado, líquido y soluble. Estos términos significarán:

a) "café verde": todo café en forma de grano pelado, antes de tostarse;

b) "café en cereza": el fruto completo del cafeto. Para encontrar el equivalente de la cereza seca en café verde, multiplíquese el peso neto de la cereza por 0,50;

c) "café pergamino": el grano de café verde contenido dentro de la cáscara. Para encontrar el equivalente de café pergamino en café verde, multiplíquese el peso neto del café pergamino por 0,80;

d) "café tostado": café verde tostado en cualquier grado, e incluirá al café molido. Para encontrar el equivalente de café tostado en café verde, multiplíquese el peso neto del café tostado por 1,19;

e) "café descafeinado": café verde, tostado o soluble del cual se ha extraído la cafeína. Para encontrar el equivalente de café descafeinado en verde, multiplíquese el peso neto del café descafeinado en verde, tostado o soluble por 1,00, 1,19 ó 3,00 respectivamente;

f) "café líquido". las partículas sólidas, solubles en agua, obtenidas del café tostado y puesto en forma líquida. Para encontrar el equivalente de café líquido en café verde, multiplíquese por 3,00 el peso neto de las partículas sólidas, secas, contenidas en el café líquido;

g) "café soluble"· las partículas sólidas, secas, solubles en agua, obtenidas del café tostado. Para encontrar el equivalente de café soluble en café verde, multiplíquese el peso neto del café soluble por 3,00.

2) "Saco" significa 60 kilogramos o 132,276 libras de café verde; "tonelada" significa una tonelada métrica de 1.000 kilogramos o 2.204,6 libras, y "libra" significa 453,597 gramos.

3) "Año cafetero" significa el período de un año entre el 1º de octubre y el 30 de septiembre.

4) "Exportación de café" significa cualquier partida de café que salga del territorio del país donde fue producido, con la excepción de que las partidas de café procedentes de cualquiera de los territorios dependientes de un Miembro y destinadas a su territorio metropolitano o a otro de sus territorios dependientes para el consumo interno en el mismo, o para el consumo en cualquiera de los demás territorios dependientes, no se considerán exportaciones de café.

43-377 O - 75 - 37

5) "Organización", "Consejo" y "Junta" significan, respectivamente, la Organización Internacional del Café, el Consejo Internacional del Café y la Junta Ejecutiva, mencionados en el Artículo 7 del Convenio.

6) "Miembro" una Parte Contratante, incluso una organización intergubernamental que, de conformidad con lo dispuesto en el Artículo 3, se haya adherido al Convenio; un territorio o territorios dependientes que hayan sido declarados Miembros separados en virtud del Artículo 4, y dos o más Partes Contratantes o territorios dependientes, o unos y otros, que participen en la Organización como grupo Miembro en virtud de los Artículos 5 ó 6.

7) "Miembro exportador" o "país exportador": Miembro o país, respectivamente, que sea exportador neto de café, es decir, cuyas exportaciones excedan sus importaciones.

8) "Miembro importador" o "país importador". Miembro o país, respectivamente, que sea importador neto de café, es decir, cuyas importaciones excedan sus exportaciones.

9) "Miembro productor" o "país productor" Miembro o país que produzca café en cantidades comercialmente significativas.

10) "Mayoría simple distribuida" una mayoría de los votos depositados por los Miembros exportadores presentes y votantes y una mayoría de los votos depositados por los Miembros importadores presentes y votantes, contados por separado.

11) "Mayoría distribuida de dos tercios": una mayoría de dos tercios de los votos depositados por los Miembros exportadores presentes y votantes y una mayoría de dos tercios de los votos depositados por los Miembros importadores presentes y votantes, contados por separado.

12) (Suprimido)

13) "Producción exportable": la producción total de café de un país exportador en un año cafetero determinado, menos el volumen destinado al consumo interno en este mismo año.

14) "Disponibilidad para la exportación": la producción exportable de un país exportador en un año cafetero determinado, más las existencias acumuladas en años anteriores.

15) (Suprimido)

16) (Suprimido)

17) (Suprimido)

CAPITULO III - MIEMBROS

Artículo 3

(Modificado)

Miembros de la Organización

1) Toda Parte Contratante, junto con sus territorios dependientes a los que se extienda el Convenio en virtud del párrafo 1) del Artículo 65, constituirá un solo Miembro de la Organización, a excepción de lo dispuesto en los Artículos 4, 5 y 6.

2) Un Miembro podrá modificar la categoría que hubiere declarado inicialmente al aprobar, ratificar, aceptar o adherirse al Convenio, ateniéndose a las condiciones que el Consejo estipule.

3) Toda referencia que se haga en el presente Convenio a la palabra Gobierno será interpretada en el sentido de que incluye una referencia a la Comunidad Económica Europea o a una organización intergubernamental con competencia comparable en lo que respecta a la negociación, celebración y aplicación de convenios internacionales, en particular de convenios sobre productos básicos. En consecuencia, toda referencia en el presente Convenio a la adhesión por un Gobierno en virtud de las disposiciones del Artículo 63 será interpretada en el sentido de que incluye una referencia a la adhesión por una organización intergubernamental de tal naturaleza.

4) Una organización intergubernamental de tal naturaleza no tendrá voto alguno, pero, en caso de que se vote sobre cuestiones de su competencia, estará facultada para depositar los votos de sus Estados miembros y los depositará colectivamente. En ese caso, los Estados miembros de esa organización intergubernamental no estarán facultados para ejercer individualmente su derecho de voto.

5) Lo dispuesto en el párrafo 1) del Artículo 15 no se aplicará a una organización intergubernamental de tal naturaleza, pero ésta podrá participar en los debates de la Junta Ejecutiva sobre cuestiones

de su competencia. En caso de que se vote sobre cuestiones de su competencia, y sin perjuicio de las disposiciones del párrafo 1) del Artículo 18, los votos que sus Estados miembros estén facultados para depositar en la Junta Ejecutiva serán depositados colectivamente por cualquiera de esos Estados miembros.

Artículo 4

Afiliación separada para los territorios dependientes

Toda Parte Contratante que sea importadora neta de café podrá declarar en cualquier momento, mediante la debida notificación de conformidad con el párrafo 2) del Artículo 65, que ingresa en la Organización separadamente de aquellos de sus territorios dependientes que sean exportadores netos de café y que ella designe. En tal caso, el territorio metropolitano y los territorios dependientes no designados, constituirán un solo Miembro, y los territorios dependientes designados serán considerados Miembros distintos, individual o colectivamente, según se indique en la declaración.

Artículo 5

(Modificado)

Afiliación inicial por grupos

1) Dos o más Partes Contratantes que sean exportadoras netas de café pueden declarar, mediante la debida notificación al Secretario General de las Naciones Unidas en el momento en que depositen sus respectivos instrumentos de (...) aceptación o adhesión, y también al Consejo,

que ingresan en la Organización como grupo Miembro. Todo territorio dependiente al que se extienda el Convenio en virtud del párrafo 1) del Artículo 65 podrá formar parte de dicho grupo Miembro si el Gobierno del Estado encargado de sus relaciones internacionales ha hecho la debida notificación al efecto, de conformidad con el párrafo 2) del Artículo 65. Esas Partes Contratantes y los territorios dependientes deben satisfacer las condiciones siguientes:

a) declarar su deseo de asumir individual y colectivamente la responsabilidad en cuanto a las obligaciones del grupo;

b) acreditar luego debidamente ante el Consejo que el grupo cuenta con la organización necesaria para aplicar una política cafetera común, y que tienen los medios para cumplir, junto con los otros países integrantes del grupo, las obligaciones que les impone el Convenio; y

c) demostrar posteriormente ante el Consejo que:

i) han sido reconocidos como grupo en un convenio internacional anterior sobre el café, o

ii) tienen.

a) una política comercial y económica común o coordinada relativa al café, y

b) una política monetaria y financiera coordinada y los órganos necesarios para su aplicación, de forma que al Consejo le conste que el grupo Miembro puede actuar conforme al espíritu de la agrupación de países y cumplir las obligaciones de grupo previstas.

2) El grupo Miembro constituirá un solo Miembro de la Organización, con la salvedad de que cada país integrante será considerado como un Miembro individual para todas las cuestiones que se planteen en relación a las siguientes disposiciones:

a) (Suprimido);

b) Artículos 10, 11 y 19 del Capítulo IV; y

c) Artículo 68 del Capítulo XX.

3) Las Partes Contrantes y los territorios dependientes que ingresen como un solo grupo Miembro indicarán qué gobierno u organización ha de representarles en el Consejo para todos los efectos del Convenio, a excepción de los enumerados en el párrafo 2) de este Artículo.

4) Los derechos de voto del grupo Miembro serán los siguientes:

a) El grupo Miembro tendrá el mismo número de votos básicos que un país Miembro individual que ingrese a la Organización en tal calidad. Estos votos básicos se asignarán al gobierno u organización que represente el grupo, y serán utilizados por ese gobierno u organización.

b) En el caso de una votación sobre cualquier cuestión que se plantee en lo relativo a las disposiciones enumeradas en el párrafo 2) de este Artículo, los componentes del grupo Miembro podrán emitir los votos asignados a ellos en virtud de las disposiciones del párrafo 3) del Artículo 12, independientemente y como si cada uno de ellos fuese un Miembro individual de la Organización, salvo los votos básicos que seguirán correspondiendo únicamente al gobierno u organización que represente al grupo.

5) Cualquier Parte Contrante o territorio dependiente que participe en un grupo Miembro podrá, mediante notificación al Consejo, retirarse de ese grupo y convertirse en Miembro separado. Tal retiro tendrá efecto cuando el Consejo reciba la notificación. En caso de dicho retiro o de que un componente de un grupo deje de ser tal, por retiro de la Organización u otra causa, los demás componentes del grupo podrán solicitar del Consejo que se mantenga el grupo y éste continuará existiendo, a menos que el Consejo deniegue la solicitud. Si el grupo Miembro se disolviere, cada una de las Partes que integraban el grupo se convertirá en Miembro separado. Un Miembro que haya dejado de pertenecer a un grupo Miembro no podrá formar parte de nuevo de un grupo mientras esté en vigor el presente Convenio.

Artículo 6

Formación posterior de grupos

Dos o más Miembros exportadores podrán solicitar del Consejo, en cualquier momento después de la entrada en vigor del Convenio para ellos, la formación de un grupo Miembro. El Consejo aprobará tal solicitud si comprueba que los Miembros han hecho la correspondiente declaración y han demostrado que satisfacen los requisitos del párrafo 1) del Artículo 5. Una vez aprobado, el grupo Miembro estará sujeto a las disposiciones de los párrafos 2), 3), 4) y 5) de dicho Artículo.

CAPITULO IV - ORGANIZACION Y ADMINISTRACION

Artículo 7

Sede y estructura de la Organización Internacional del Café

1) La Organización Internacional del Café, establecida en virtud del Convenio de 1962, continuará existiendo a fin de administrar las disposiciones del Convenio y fiscalizar su aplicación.

2) La Organización tendrá su sede en Londres, a menos que el Consejo, por mayoría distribuida de dos tercios, decida otra cosa.

3) La Organización funcionará mediante el Consejo Internacional del Café, su Junta Ejecutiva, su Director Ejecutivo y su personal.

Artículo 8

Composición del Consejo Internacional del Café

1) La autoridad suprema de la Organización será el Consejo Internacional del Café, que estará integrado por todos los Miembros de la Organización.

2) Cada Miembro estará representado en el Consejo por un representante y uno o más suplentes. Cada Miembro podrá además designar uno o más asesores, para que acompañen a su representante o suplentes.

Artículo 9

Poderes y funciones del Consejo

1) El Consejo estará dotado de todos los poderes que emanan específicamente del presente Convenio, y tendrá las facultades y desempeñará las funciones necesarias para cumplir las disposiciones del mismo.

2) El Consejo podrá, por mayoría distribuida de dos tercios, establecer las normas y reglamentos requeridos para aplicar las disposiciones del Convenio, en particular su propio reglamento y los reglamentos financiero y de personal de la Organización, tales normas y reglamentos serán compatibles con el Convenio. El Consejo podrá incluir en su reglamento una disposición que le permita decidir sobre cuestiones determinadas sin necesidad de reunirse en sesión.

3) El Consejo mantendrá además la documentación necesaria para desempeñar sus funciones conforme al Convenio, así como cualquier otra documentación que considere conveniente. El Consejo publicará un informe anual.

Artículo 10

Elección del Presidente y de los Vicepresidentes del Consejo

1) El Consejo elegirá un Presidente y Vicepresidente primero, segundo y tercero, para cada año cafetero.

2) Por regla general, el Presidente y el primer Vicepresidente serán elegidos entre los representantes de los Miembros exportadores o entre los representantes de los Miembros importadores, y los Vicepresidentes segundo y tercero serán elegidos entre los representantes de la otra categoría de Miembros. Estos cargos se alternarán cada año cafetero entre las dos categorías de Miembros.

3) Ni el Presidente, ni ningun Vicepresidente que actue como Presidente, tendrán derecho de voto. En tal caso, el suplente del uno o del otro ejercerá el derecho de voto del correspondiente Miembro.

Artículo 11

Períodos de sesiones del Consejo

Por regla general, el Consejo celebrará dos períodos ordinarios de sesiones cada año. También podrá celebrar períodos extraordinarios de sesiones, si así lo decidiere Asimismo, se celebrarán períodos extraordinarios de sesiones cada vez que lo soliciten la Junta Ejecutiva, cinco Miembros cualesquiera, o un Miembro o Miembros que representen por lo menos 200 votos. La convocación de los períodos de sesiones tendrá que notificarse con 30 dias de anticipación como mínimo, salvo en casos de emergencia. A menos que el Consejo decida otra cosa, los períodos de sesiones se celebrarán en la sede de la Organización.

Artículo 12

(Modificado)

Votos

1) Los Miembros exportadores tendrán un total de 1.000 votos y los Miembros importadores también tendrán un total de 1.000 votos, distribuidos entre cada categoría de Miembros --es decir, Miembros exportadores y Miembros importadores respectivamente-- según se estipula en los párrafos siguientes de este Artículo.

2) Cada Miembro tendrá cinco votos básicos, siempre que el total de tales votos no exceda de 150 para cada categoría de Miembros. Si hay más de treinta Miembros exportadores o más de treinta Miembros importadores, el número de votos básicos de cada Miembro dentro de una u otra categoría se ajustará, con el objeto de que el total de votos básicos para cada categoría de Miembros no supere el máximo de 150.

3) Los restantes votos de los Miembros exportadores serán los que se especifican en el Anexo D.

4) Los restantes votos de los Miembros importadores se distribuirán entre ellos en proporción al volumen promedio de sus respectivas importaciones de café durante los tres años anteriores.

5) El Consejo efectuará la distribución de los votos al principio de cada año cafetero y esa distribución permanecerá en vigor durante ese año, a reserva de lo dispuesto en el párrafo 6) de este Artículo.

6) El Consejo establecerá normas para la redistribución de los votos de conformidad con este Artículo, cada vez que varíe el número de Miembros

de la Organización, o se suspenda el derecho de voto de un Miembro o se recupere tal derecho en virtud de las disposiciones del Artículo 25 (.).

7) Ningún Miembro podrá tener más de 400 votos.

8) No habrá fracciones de voto.

Artículo 13

Procedimiento de votación del Consejo

1) Cada representante tendrá derecho a depositar el número de votos asignado al Miembro que represente, pero no podrá dividirlos. Sin embargo, podrá depositar en forma diferente los votos que utilice en virtud del párrafo 2) de este Artículo.

2) Todo Miembro exportador podrá autorizar a cualquier otro Miembro exportador --y todo Miembro importador podrá autorizar a cualquier otro Miembro importador-- para que represente sus intereses y ejerza su derecho de voto en cualquier reunión del Consejo. No se aplicará en este caso la limitación prevista en el párrafo 7) del Artículo 12.

Artículo 14

Decisiones del Consejo

1) Salvo disposiciones en contrario en el presente Convenio, el Consejo adoptará todas sus decisiones y formulará todas sus recomendaciones por mayoría simple distribuida.

2) Con respecto a cualquier medida del Consejo que, en virtud del Convenio, requiera una mayoría distribuida de dos tercios, se aplicará el siguiente procedimiento:

a) si no se logra una mayoría distribuida de dos tercios debido al voto negativo de tres o menos Miembros exportadores o de tres o menos Miembros importadores, la propuesta volverá a ponerse a votación en un plazo de 48 horas, si el Consejo así lo decide por mayoría de los Miembros presentes y por mayoría simple distribuida,

b) si en la segunda votación no se logra tampoco una mayoría distribuida de dos tercios debido al voto negativo de dos o menos Miembros exportadores o de dos o menos Miembros importadores la propuesta volverá a ponerse a votación en un plazo de 24 horas, si el Consejo así lo decide por mayoría de los Miembros presentes y por mayoría simple distribuida,

c) si no se logra una mayoría distribuida de dos tercios en la tercera votación debido al voto negativo de un Miembro exportador o importador, se considerará aprobada la propuesta,

d) si el Consejo no somete la propuesta a una nueva votación, ésta se considerará rechazada.

3) Los Miembros se comprometen a aceptar como obligatoria toda decisión que el Consejo adopte en virtud de las disposiciones del presente Convenio.

Artículo 15

Composición de la Junta Ejecutiva

1) La Junta Ejecutiva se compondrá de ocho Miembros exportadores y ocho Miembros importadores, elegidos para cada año cafetero de conformidad con las disposiciones del Artículo 16. Los Miembros podrán ser reelegidos.

2) Cada miembro de la Junta designará un representante y uno o más suplentes.

3) El Presidente de la Junta será nombrado por el Consejo para cada año cafetero y podrá ser reelegido. El Presidente no tendrá derecho de voto. Si un representante es nombrado Presidente, su suplente votará en su lugar

4) La Junta Ejecutiva se reunirá normalmente en la sede de la Organización, pero podrá reunirse en cualquier otro lugar

Artículo 16

Elección de la Junta Ejecutiva

1) Los Miembros exportadores e importadores que integren la Junta serán elegidos en el Consejo por los Miembros exportadores e importadores de la Organización, respectivamente. La elección dentro de cada categoría se efectuará con arreglo a lo dispuesto en los párrafos siguientes del presente Artículo.

2) Cada Miembro depositará todos los votos a que tenga derecho según el Artículo 12 a favor de un solo candidato. Un Miembro podrá depositar por otro candidato los votos que ejerza por delegación en virtud del párrafo 2) del Artículo 13.

3) Los ocho candidatos que reciban el mayor número de votos resultarán elegidos; sin embargo, ningún candidato que reciba menos de 75 votos será elegido en la primera votación.

4) En el caso de que, con arreglo a la disposición del párrafo 3) del presente Artículo, resulten elegidos menos de ocho candidatos en la primera votación, se efectuarán nuevas votaciones en las que sólo tendrán derecho a participar los Miembros que no hubieren votado por ninguno de los candidatos elegidos. En cada nueva votación el número de votos requeridos disminuirá sucesivamente en cinco unidades, hasta que resulten elegidos los ocho candidatos.

5) Todo Miembro que no hubiere votado por uno de los Miembros elegidos, traspasará los votos de que disponga a uno de ellos, con arreglo a las disposiciones de los párrafos 6) y 7) del presente Artículo.

6) Se considerará que un Miembro ha recibido el número de votos inicialmente depositados a su favor en el momento de su elección y además el número de votos que se le traspasen, pero ningún Miembro elegido podrá obtener más de 499 votos en total.

7) Si se calcula que uno de los Miembros electos va a obtener más de 499 votos, los Miembros que hubieren votado o traspasado sus votos a favor de dicho Miembro electo se pondrán de acuerdo para que uno o varios le retiren sus votos y los traspasen o redistribuyan a favor de otro Miembro electo, de manera que ninguno de ellos reciba más de los 499 votos fijados como máximo.

Artículo 17

(Modificado)

Competencia de la Junta Ejecutiva

1) La Junta será responsable ante el Consejo y actuará bajo la dirección general de éste.

2) El Consejo podrá delegar en la Junta, por mayoría simple distribuida, el ejercicio de la totalidad o parte de sus poderes, salvo los que se enumeran a continuación:

a) la aprobación del presupuesto administrativo y la determinación de las contribuciones, previstas en el Artículo 24;

b), c), d), e) (Todos ellos suprimidos);

f) la exoneración de las obligaciones de un Miembro, prevista en el Artículo 57,

g) (Suprimido),

h) el establecimiento de las condiciones de adhesión, previsto en el Artículo 63;

i) la decisión de exigir el retiro de un Miembro, prevista en el Artículo 67,

43-377 O - 75 - 38

j) (..) la terminación del Convenio prevista en el Artículo 69; y

k) la recomendación de enmiendas a los Miembros, prevista en el Artículo 70.

3) El Consejo podrá revocar en cualquier momento, por mayoría simple distribuida, cualquiera de los poderes que hubiere delegado en la Junta.

Artículo 18

Procedimiento de votación de la Junta Ejecutiva

1) Cada miembro de la Junta Ejecutiva tendrá derecho a depositar el número de votos que haya recibido en virtud de los párrafos 6) y 7) del Artículo 16. No se permitirá votar por delegación. Ningún miembro podrá dividir sus votos.

2) Los actos de la Junta serán aprobados por la misma mayoría que se requeriría si hubiere de aprobarlos el Consejo.

Artículo 19

Quórum para las reuniones del Consejo y de la Junta

1) El quórum para cualquier reunión del Consejo lo constituirá la presencia de una mayoría de los Miembros que represente una mayoría distribuida de los dos tercios del total de votos. Si en el día fijado para la apertura de cualquier período de sesiones del Consejo no hubiere quórum, o si durante algún período de sesiones del Consejo no hubiere

quórum en tres reuniones consecutivas, el Consejo será convocado siete días más tarde; el quórum quedará constituido entonces y durante el resto del período de sesiones, por la presencia de una mayoría de los Miembros que represente una mayoría simple distribuida de los votos. La representación por delegación en virtud del párrafo 2) del Artículo 13 se considerará como presencia.

2) Para las reuniones de la Junta, el quórum estará constituido por la presencia de una mayoría de los miembros que represente una mayoría distribuida de los dos tercios del total de votos.

Artículo 20

El Director Ejecutivo y el personal

1) El Consejo nombrará al Director Ejecutivo por recomendación de la Junta. El Consejo establecerá las condiciones de empleo del Director Ejecutivo, que serán análogas a las que rigen para funcionarios de igual categoría en organizaciones intergubernamentales similares.

2) El Director Ejecutivo será el jefe de los servicios administrativos de la Organización y asumirá la responsabilidad por el desempeño de cualesquiera funciones que le incumban en la administración del Convenio.

3) El Director Ejecutivo nombrará a los funcionarios de conformidad con el reglamento establecido por el Consejo.

4) Ni el Director Ejecutivo ni los miembros del personal podrán tener intereses financieros en la industria, el comercio o el transporte del café.

5) En el ejercicio de sus funciones, el Director Ejecutivo y el personal no solicitarán ni recibirán instrucciones de ningún Miembro ni de ninguna autoridad ajena a la Organización. Se abstendrán de actuar en forma que sea incompatible con su condición de funcionarios internacionales responsables únicamente ante la Organización. Cada uno de los Miembros se compromete a respetar el carácter exclusivamente internacional de las funciones del Director Ejecutivo y del personal, y a no tratar de influir sobre ellos en el desempeño de tales funciones.

Artículo 21

Colaboración con otras organizaciones

El Consejo podrá adoptar todas las disposiciones convenientes para la consulta y colaboración con las Naciones Unidas y sus organismos especializados, así como con otras organizaciones intergubernamentales competentes. El Consejo podrá invitar a estas organizaciones, así como a cualquiera de las que se ocupan del café, a que envíen observadores a sus reuniones.

CAPITULO V - PRIVILEGIOS E INMUNIDADES

Artículo 22

Privilegios e inmunidades

1) La Organización tendrá personalidad jurídica. Gozará, en especial, de la capacidad para contratar, adquirir y enajenar bienes muebles e inmuebles y para entablar procedimientos judiciales.

2) El gobierno del país en que se encuentre ubicada la sede de la Organización (llamado en adelante el "Gobierno huésped"), tan pronto como fuere posible, concertará con la Organización un convenio que será aprobado por el Consejo, relativo a la situación jurídica, privilegios e inmunidades de la Organización, de su Director Ejecutivo y de su personal, así como de los representantes de los Miembros durante su permanencia en el territorio del Gobierno huésped para desempeñar sus funciones.

3) El convenio previsto en el párrafo 2) de este Artículo, que será independiente del presente Convenio, determinará las condicionea para su propia terminación.

4) A menos que se apliquen otras disposiciones sobre impuestos en virtud del convenio previsto en el párrafo 2) de este Artículo, el Gobierno huésped:

a) concederá exención de impuestos sobre la retribución pagada por la Organización a sus empleados, con la salvedad de que dicha exención no se aplicará forzosamente a los nacionales de dicho país; y

b) concederá exención de impuestos sobre los haberes, ingresos y demás bienes de la Organización.

5) Tras la aprobación del convenio previsto en el párrafo 2) del presente Artículo, la Organización podrá concertar con uno o más de los restantes Miembros, convenios que habrán de ser aprobados por el Consejo, relativos a aquellos privilegios e inmunidades que puedan ser necesarios para el buen funcionamiento del Convenio Internacional del Café.

CAPITULO VI - DISPOSICIONES FINANCIERAS

Artículo 23

Finanzas

1) Los gastos de las delegaciones ante el Consejo, de los representantes ante la Junta, o ante cualquiera de las comisiones del Consejo y de la Junta, serán atendidos por sus respectivos gobiernos.

2) Los demás gastos necesarios para la administración del Convenio se atenderán mediante contribuciones anuales de los Miembros, distribuidas de conformidad con las disposiciones del Artículo 24. Sin embargo, el Consejo podrá exigir el pago de ciertos servicios.

3) El ejercicio económico de la Organización coincidirá con el año cafetero.

Artículo 24

Determinación del presupuesto y de las contribuciones

1) Durante el segundo semestre de cada ejercicio económico, el Consejo aprobará el presupuesto administrativo de la Organización para el ejercicio siguiente y fijará la contribución de cada Miembro a dicho presupuesto.

2) La contribución de cada Miembro al presupuesto para cada ejercicio económico será proporcional a la relación que exista, en el momento de aprobarse el presupuesto correspondiente a ese ejercicio, entre el número de sus votos y la totalidad de los votos de todos

los Miembros. Sin embargo, si se modifica la distribución de votos entre los Miembros, de conformidad con las disposiciones del párrafo 5) del Artículo 12, al comienzo del ejercicio para el que se fijen las contribuciones, se ajustarán las contribuciones para ese ejercicio en la forma que corresponda. Al determinar las contribuciones, los votos de cada uno de los Miembros se calcularán sin tener en cuenta la suspensión de los derechos de voto de cualquiera de los Miembros ni la posible redistribución de votos que reaulte de ello.

3) La contribución inicial de todo Miembro que ingrese en la Organización después de la entrada en vigor del Convenio será determinada por el Consejo ateniéndose al número de votos que le corresponda y al período no transcurrido del ejercicio económico en curso, pero en ningún caso se modificarán las contribuciones fijadas a los demás Miembros para el ejercicio económico de que se trate.

Artículo 25

(Modificado)

Pago de las contribuciones

1) Las contribuciones al presupuesto administrativo de cada ejercicio económico se abonarán en moneda libremente convertible, y serán exigibles el primer día de ese ejercicio.

2) Si algún Miembro no paga su contribución completa al presupuesto administrativo en el término de seis meses a partir de la fecha en que ésta sea exigible, se suspenderán su derecho de voto en el Consejo y el

derecho a que sean depositados sus votos en la Junta, hasta que haya abonado dicha contribución. Sin embargo, a menos que el Consejo lo decida por mayoría distribuida de dos tercios, no se privará a dicho Miembro de ninguno de sus demás derechos ni se le eximirá de ninguna de las obligaciones que le impone el Convenio.

3) Ningún Miembro cuyos derechos de voto hayan sido suspendidos en virtud del párrafo 2) de este Artículo (...) dejará por ello de estar obligado a pagar su contribución.

Artículo 26

Certificación y publicación de cuentas

Tan pronto como sea posible después del cierre de cada ejercicio económico se presentará al Consejo, para su aprobación y publicación, un estado de cuentas certificado por auditores externos de los ingresos y gastos de la Organización durante ese ejercicio económico.

CAPITULO VII - REGULACION DE LAS EXPORTACIONES

Artículo 27

Obligaciones generales de los Miembros

(Suprimido)

Artículo 28

Cuotas básicas de exportación

(Suprimido)

Artículo 29

Cuota básica de exportación de un grupo Miembro

(Suprimido)

Artículo 30

Fijación de las cuotas anuales de exportación

(Suprimido)

Artículo 31

Disposiciones complementarias relativas a cuotas básicas y anuales de exportación

(Suprimido)

Artículo 32

Fijación de las cuotas trimestrales de exportación

(Suprimido)

Artículo 33

Ajuste de las cuotas anuales de exportación

(Suprimido)

Artículo 34

Notificación del déficit de café

(Suprimido)

Artículo 35

Ajuste de las cuotas trimestrales de exportación

(Suprimido)

Artículo 36

Procedimiento para ajustar las cuotas de exportación

(Suprimido)

Artículo 37

Disposiciones adicionales para el ajuste de las cuotas de exportación

(Suprimido)

Artículo 38

Observancia de las cuotas de exportación

(Suprimido)

Artículo 39

Embarques de café procedentes de territorios dependientes

(Suprimido)

Artículo 40

Exportaciones no imputadas a las cuotas

(Suprimido)

Artículo 41

Acuerdos regionales e interregionales sobre precios

(Suprimido)

Artículo 42

Investigaciones de las tendencias del mercado

(Suprimido)

CAPITULO VIII - CERTIFICADOS DE ORIGEN Y DE REEXPORTACION

Artículo 43

Certificados de origen y de reexportación

(Suprimido)

CAPITULO IX - CAFE ELABORADO

Artículo 44

Medidas relativas al café elaborado

(Suprimido)

CAPITULO X - REGULACION DE LAS IMPORTACIONES

Artículo 45

Regulación de las importaciones

(Suprimido)

CAPITULO XI - AUMENTO DEL CONSUMO

Artículo 46

Promoción

(Suprimido)

Artículo 47

Eliminación de obstáculos al consumo

(Suprimido)

CAPITULO XII - POLITICA DE PRODUCCION Y MEDIDAS DE CONTROL

Artículo 48

Política de producción y medidas de control

(Suprimido)

CAPITULO XIII - REGULACION DE LAS EXISTENCIAS

Artículo 49

Política relativa a las existencias

(Suprimido)

CAPITULO XIV - OBLIGACIONES DIVERSAS DE LOS MIEMBROS

Artículo 50

Consultas y colaboración con el comercio

(Suprimido)

Artículo 51

Trueque

(Suprimido)

Artículo 52

Mezclas y sucedáneos

1) Los Miembros no mantendrán en vigor ninguna disposición que exija la mezcla, elaboración o utilización de otros productos con café para su venta en el comercio con el nombre de café. Los Miembros se esforzarán por prohibir la publicidad y la venta, con el nombre de café, de productos que contengan como materia prima básica menos del equivalente de 90 por ciento de café verde.

2) El Director Ejecutivo presentará al Consejo un informe anual sobre la observancia de las disposiciones de este Artículo.

3) El Consejo podrá recomendar a cualquier Miembro que adopte las medidas necesarias para asegurar la observancia de las disposiciones de este Artículo.

CAPITULO XV - FINANCIACION ESTACIONAL

Artículo 53

Financiación estacional

(Suprimido)

CAPITULO XVI - FONDO DE DIVERSIFICACION

Artículo 54

Fondo de Diversificación

(Suprimido)

CAPITULO XVII - INFORMACION Y ESTUDIOS

Artículo 55

(Modificado)

Información

1) La Organización actuará como centro para la reunión, intercambio y publicación de:

a) información estadística sobre la producción, las tendencias de la producción, los precios, las exportaciones e importaciones, la distribución y el consumo de café en el mundo, y

b) en la medida que lo considere adecuado, información técnica sobre el cultivo, la elaboración y la utilización del café.

2) El Consejo podrá pedir a los Miembros que le proporcionen la información que considere necesaria para sus operaciones y en particular informes estadísticos regulares acerca de la producción, tendencias de la producción, exportaciones e importaciones, distribución, consumo, existencias y régimen fiscal aplicable al café, pero no se publicará ninguna información que pudiera servir para identificar las operaciones de personas o compañías que produzcan, elaboren o comercialicen el café. Los Miembros proporcionarán la información solicitada en la forma más detallada y precisa que sea posible.

3) Si un Miembro dejare de suministrar, o tuviere dificultades para suministrar, dentro de un plazo razonable, datos estadísticos u otra información que necesite el Consejo para el buen funcionamiento de la Organización, el Consejo podrá exigirle que exponga las razones de la

falta de cumplimiento. Si se comprobare que necesita asistencia técnica en la cuestión, el Consejo podrá adoptar cualquier medida que se requiera al respecto.

Artículo 56

Estudios

1) El Consejo podrá estimular la preparación de estudios acerca de la economía de la producción y distribución del café, del efecto de las medidas gubernamentales de los países productores y consumidores sobre la producción y consumo del café, de las oportunidades para la ampliación del consumo de café en su uso tradicional y en nuevos usos posibles, así como acerca de las consecuencias del funcionamiento del presente Convenio para los países productores y consumidores de café, y en particular sobre su relación de intercambio.

2) La Organización podrá estudiar la posibilidad de establecer normas mínimas para las exportaciones de café de los Miembros productores. El Consejo podrá examinar recomendaciones a este respecto.

CAPITULO XVIII - EXONERACION DE OBLIGACIONES

Artículo 57

(Modificado)

Exoneración de obligaciones

1) El Consejo, por mayoría distribuida de dos tercios, podrá exonerar a un Miembro de una obligación, por circunstancias excepcionales o de

emergencia, por fuerza mayor, o por deberes constitucionales u obligaciones internacionales contraídas en virtud de la Carta de las Naciones Unidas con respecto a territorios que administre en virtud del Régimen de Administración Fiduciaria.

2) El Consejo, al conceder una exoneración a un Miembro, manifestará explícitamente los términos y condiciones bajo los cuales dicho Miembro quedará relevado de tal obligación, así como el período correspondiente.

3) (Suprimido)

CAPITULO XIX - CONSULTAS, CONTROVERSIAS Y RECLAMACIONES

Artículo 58

(Modificado)

Consultas

Todo Miembro acogerá favorablemente la celebración de consultas, y proporcionará oportunidad adecuada para ellas, por lo que respecta a las gestiones que pudiere hacer otro Miembro acerca de cualquier asunto relativo al Convenio. En el curso de tales consultas, a petición de cualquiera de las partes y previo consentimiento de la otra, el Director Ejecutivo constituirá una comisión independiente que interpondrá sus buenos oficios con el objeto de conciliar las partes. Los costos de la comisión no serán imputados a la Organización. Si una de las partes no acepta que el Director Ejecutivo constituya una comisión

o si la consulta no conduce a una solución, el asunto podrá ser remitido al Consejo (...). Si la consulta conduce a una solución, se informará de ella al Director Ejecutivo, el cual hará llegar el informe a todos los Miembros.

Artículo 59

Controversias y Reclamaciones

(Suprimido)

CAPITULO XX - DISPOSICIONES FINALES

Artículo 60

Firma

(Suprimido)

Artículo 61

Ratificación

(Suprimido)

Artículo 62

Entrada en vigor

(Suprimido)

43-377 O - 75 - 39

Artículo 63

(Modificado)

Adhesión

1). Podrá adherirse a este Convenio, en las condiciones que el Consejo establezca, el gobierno de cualquier Estado Miembro de las Naciones Unidas o de cualquiera de sus organismos especializados. (...).

2) Cada gobierno que deposite un instrumento de adhesión indicará en el momento de hacerlo si ingresa en la Organización como Miembro exportador o Miembro importador, tal como están definidos en los párrafos 7) y 8) del Artículo 2.

Artículo 64

Reservas

No podrán formularse reservas respecto de ninguna de las disposiciones del Convenio.

Artículo 65

(Modificado)

Notificaciones respecto de los territorios dependientes

1) Cualquier gobierno podrá declarar, en el momento (...) en que deposite un instrumento de (...) aceptación o adhesión, o en cualquier otro momento posterior, mediante notificación al Secretario General de

las Naciones Unidas, que el Convenio prorrogado será aplicable a cualquiera de los territorios de cuyas relaciones internacionales es responsable, y en ese caso el Convenio prorrogado, será aplicable a los referidos territorios a partir de la fecha de tal notificación.

2) Cualquier Parte Contratante que desee ejercer los derechos que le confiere el Artículo 4 respecto de cualquiera de sus territorios dependientes, o que desee autorizar a uno de sus territorios dependientes para que se integre en un grupo Miembro formado en virtud de los Artículos 5 ó 6, podrá hacerlo mediante la correspondiente notificación al Secretario General de las Naciones Unidas en el momento en que deposite su instrumento de ( ) aceptación o adhesión, o en cualquier momento posterior

3) Cualquier Parte Contratante que haya hecho una declaración de conformidad con el párrafo 1) de este Artículo, podrá en cualquier momento posterior, mediante notificación al Secretario General de las Naciones Unidas, declarar que el Convenio dejará de extenderse al territorio mencionado en la notificación, y en tal caso el Convenio dejará de hacerse extensivo a tal territorio a partir de la fecha de esa notificación.

4) El gobierno de un territorio al cual se hubiere extendido este Convenio en virtud del párrafo 1) de este Artículo y que obtuviere posteriormente su independencia podrá, en un plazo de noventa días a partir de la obtención de la independencia, declarar por notificación al Secretario General de las Naciones Unidas que ha asumido los derechos y obligaciones como Parte Contratante del Convenio. Desde la fecha de tal notificación, se le considerará Parte Contratante del Convenio.

Artículo 66

Retiro voluntario

Cualquier Parte Contratante podrá retirarse del Convenio en cualquier momento, previa notificación por escrito de su retiro al Secretario General de las Naciones Unidas. Tal retiro surtirá efecto noventa días después de recibida dicha notificación.

Artículo 67

Retiro obligatorio

Si el Consejo determinare que un Miembro ha dejado de cumplir las obligaciones que le impone el Convenio y que tal incumplimiento entorpece notablemente el funcionamiento del Convenio podrá, por una mayoría distribuida de dos tercios, exigir el retiro de tal Miembro de la Organización. El Consejo comunicará inmediatamente tal decisión al Secretario General de las Naciones Unidas. A los noventa días de haber sido adoptada la decisión por el Consejo, tal Miembro dejará de ser Miembro de la Organización y, si es Parte Contratante, dejará de ser parte del Convenio.

Artículo 68

Ajuste de cuentas con los Miembros que se retiran

1) En el caso de que un Miembro se retire, el Consejo decidirá todo ajuste de cuentas a que haya lugar La Organización retendrá las cantidades ya abonadas por cualquier Miembro que se retire, el cual

quedará obligado a pagar cualquier cantidad que le deba a la Organización en el momento en que surta efecto tal retiro, sin embargo, si se trata de una Parte Contratante que no pueda aceptar una enmienda y, por lo tanto, se retire o cese de participar en el Convenio en virtud de las disposiciones del párrafo 2) del Artículo 70, el Consejo podrá decidir cualquier liquidación de cuentas que considere equitativa.

2) Ningún Miembro que se haya retirado o que haya cesado de participar en el Convenio tendrá derecho a recibir parte alguna del producto de la liquidación o de otros haberes de la Organización, al quedar terminado el Convenio en virtud del Artículo 69.

Artículo 69

(Modificado) 1/

Duración y terminación

Negociación de un nuevo Convenio

1) El Convenio prorrogado, con sujeción a las disposiciones del párrafo 2), permanecerá vigente hasta el 30 de septiembre de 1975 o hasta que un nuevo Convenio haya entrado en vigor, si esto ocurriere en fecha anterior

2) El Consejo podrá en cualquier momento, mediante el voto afirmativo de una mayoría de los Miembros que representen por lo menos una mayoría distribuida de dos tercios del total de los votos, declarar terminado el Convenio, con efecto en la fecha que determine el Consejo.

1/ El párrafo 2) del presente texto corresponde al párrafo 3) del Artículo 69 del Convenio de 1968, y el párrafo 3) corresponde al párrafo 4) del Artículo 69 del Convenio de 1968

3) A pesar de la terminacion del Convenio, el Consejo seguira existiendo todo el tiempo que se requiera para liquidar la Organización, cerrar sus cuentas y disponer de sus haberes, y tendra durante dicho período todas las facultades y funciones que sean necesarias para tales propósitos.

4) El Consejo podra, mediante el voto afirmativo del 58 por ciento de los Miembros, que representen por lo menos una mayoria distribuida del 70 por ciento del total de los votos, negociar un nuevo Convenio por el período que determine el Consejo.

Articulo 70

Enmienda

1) El Consejo podrá, por una mayoría distribuida de dos tercios, recomendar a las Partes Contratantes una enmienda al presente Convenio. La enmienda entrará en vigor a los cien días de haber sido recibidas por el Secretario General de las Naciones Unidas notificaciones de aceptacion de Partes Contratantes que representen por lo menos el 75 por ciento de los países exportadores que tengan por lo menos el 85 por ciento de los votos de los Miembros exportadores, y de Partes Contratantes que representen por lo menos el 75 por ciento de los países importadores que tengan por lo menos el 80 por ciento de los votos de los Miembros importadores. El Consejo podrá fijar el plazo dentro del cual cada Parte Contratante deberá notificar al Secretario General de las Naciones Unidas que ha aceptado la enmienda y, si a la expiracion de ese plazo la enmienda no ha entrado en vigor, se considerará retirada. El Consejo proporcionará al Secretario General la información necesaria para determinar si la enmienda ha entrado en vigor

2) Cualquier Parte Contratante, o cualquier territorio dependiente que sea Miembro o componente de un grupo Miembro, en nombre del cual no se haya efectuado una notificación de aceptación de una enmienda para la fecha en que tal enmienda entre en vigor, dejará de participar en el Convenio a partir de esa fecha.

Artículo 71

(Modificado)

Notificaciones del Secretario General de las Naciones Unidas

El Secretario General de las Naciones Unidas notificará a todas las Partes Contratantes del Convenio Internacional del Café de 1968, y a todos los demás gobiernos de los Estados Miembros de las Naciones Unidas o de cualquiera de sus organismos especializados, todo depósito de un instrumento de (...) aceptación o adhesión (..). El Secretario General de las Naciones Unidas comunicará también a todas las Partes Contratantes cualquier notificación que se efectúe en virtud de los Artículos 5 (...), 65, 66 ó 67, la fecha (...) en que el Convenio quedará terminado en virtud del Artículo 69, y la fecha en que una enmienda entrará en vigor en virtud del Artículo 70.

Artículo 72

(Modificado)

Disposiciones suplementarias y transitorias

1) El presente Convenio será considerado como la continuación del Convenio Internacional del Café de 1962;

2) Con el objeto de facilitar la continuación sin interrupción del Convenio:

a) Todas las medidas adoptadas por la Organización, o en nombre de la misma, o por cualquiera de sus órganos (...), que estén en vigor el 30 de septiembre de 1973, y en cuyos términos no se haya estipulado su expiración en esa fecha, permanecerán en vigencia a menos que hayan sido modificadas en virtud de las disposiciones del presente Convenio. Todas las medidas que se basen en los artículos suprimidos en el Convenio Internacional del Café de 1968 quedan expresamente derogadas a partir del 1 de octubre de 1973, excepto por lo que se refiere a lo previsto en los apartados b) y c) del presente párrafo.

b) Con posterioridad al 30 de septiembre de 1973, el Fondo de Diversificación seguirá existiendo todo el tiempo que se requiera para llevar a efecto su liquidación, cerrar sus cuentas y disponer de sus haberes. Durante ese perí[illegible] el Consejo podrá adoptar las enmiendas a los Estatutos que estime necesarias para tales fines.

c) Con posterioridad al 30 de septiembre de 1973, el Comité de Promoción Mundial del Café seguirá existiendo todo el tiempo que se requiera para llevar a efecto la liquidación del Fondo de Promoción, cerrar sus cuentas y disponer de sus haberes.

d) Todas las decisiones (...) adoptadas por el Consejo durante el año cafetero 1972/73 para su aplicación en el año cafetero 1973/74 se (...) aplicarán a título provisional como si la prórroga del Convenio hubiere tenido efecto.

(...)

Los textos en español, francés, inglés y portugués (. .) del presente Convenio son igualmente auténticos, quedando los originales depositados en los archivos de las Naciones Unidas. El Secretario General de las Naciones Unidas transmitirá copias certificadas de los mismos a cada (...) Parte Contratante del Convenio.

ANEXO A

Cuotas básicas de exportación

(Suprimido)

ANEXO B

Países de destino no sujetos a cuotas, a que se refiere el Artículo 40 del Capítulo VII

(Suprimido)

ANEXO C

Distribución de votos

(Suprimido)

ANEXO D

PAISES EXPORTADORES. DISTRIBUCION DE VOTOS

País exportador	Votos		
	Básicos	Restantes	Total
TOTAL	136	864	1.000
Bolivia	4	-	4
Brasil	4	327	331
Burundi	4	4	8
Colombia	4	109	113
Costa Rica	4	17	21
Ecuador	4	12	16
El Salvador	4	30	34
Etiopía	4	23	27
Ghana	4	-	4
Guatemala	4	28	32
Guinea	4	2	6
Haití	4	8	12
Honduras	4	7	11
India	4	7	11
Indonesia	4	21	25
Jamaica	4	-	4
Kenia	4	13	17
Liberia	4	-	4
México	4	27	31
Nicaragua	4	9	13
Nigeria	4	-	4
OAMCAF	4	84	88
OAMCAF			(4)
Camerún			(15)
Congo, República Popular			(1)
Costa de Marfil			(46)
Dahomey			(1)
Gabón			(1)
República Centroafricana			(3)
República Malgache			(14)
Togo			(3)
Panamá	4	-	4
Paraguay	4	-	4
Perú	4	12	16
Portugal	4	43	47
República Dominicana	4	8	12
Rwanda	4	2	6
Sierra Leona	4	2	6
Tanzania	4	11	15
Trinidad y Tabago	4	-	4
Uganda	4	37	41
Venezuela	4	5	9
Zaire	4	16	20

ANEXO 2

DISTRIBUCION DE VOTOS

País	Exportadores	Importadores
Australia	-	9
Austria	-	13
Bélgica *	-	27
Bolivia	4	-
Brasil	331	-
Burundi	8	-
Canadá	-	32
Colombia	113	-
Costa Rica	21	-
Checoslovaquia	-	10
Chipre	-	5
Dinamarca	-	24
Ecuador	16	-
El Salvador	34	-
España	-	26
Estados Unidos de América	-	386
Etiopía	27	-
Finlandia	-	21
Francia	-	79
Ghana	4	-
Guatemala	32	-
Guinea	6	-
Haití	12	-
Honduras	11	-
India	11	-
Indonesia	25	-
Israel	-	7
Italia	-	54
Jamaica	4	-
Japón	-	28
Kenia	17	-
Liberia	4	-
México	31	-
Nicaragua	13	-
Nigeria	4	-
Noruega	-	16
Nueva Zelandia	-	7
OAMCAF	(88)	-
OAMCAF	(4) 1/	-
Camerún	15	-
Congo, Rep. Popular	1	-
Costa de Marfil	46	-
Dahomey	1	-
Gabón	1	-
República Centroafricana	3	-
República Malgache	14	-
Togo	3	-
Países Bajos	-	42
Panamá	4	-
Paraguay	4	-
Perú	16	-
Portugal	47	-
Reino Unido	-	51
República Dominicana	12	-
República Federal de Alemania	-	103
Rwanda	6	-
Sierra Leona	6	-
Suecia	-	37
Suiza	-	23
Tanzania	15	-
Trinidad y Tabago	4	-
Uganda	41	-
Venezuela	9	-
Zaire	20	-
TOTAL	996	1.000

* Incluyo Luxemburgo

1/ Votos básicos que, en virtud de lo dispuesto en el apartado b) del párrafo 4) del Artículo 5, no pueden asignarse a partes contratantes individuales.

COPIA CERTIFICADA FIEL Y COMPLETA del texto español de la Resolución Número 264 aprobada, de conformidad con las disposiciones del párrafo 2) del Artículo 69 del Convenio Internacional del Café de 1968, en la segunda sesión plenaria del vigesimosegundo período de sesiones del Consejo Internacional del Café, el 14 de abril de 1973, verificada por el Grupo de Redacción establecido por el Consejo y transmitida al Secretario General de las Naciones Unidas.

Director Ejecutivo
Organización Internacional del Café

Londres El 14 de Mayo de 1973

[SEAL]

MULTILATERAL

General Agreement on Tariffs and Trade

Ninth procès-verbal extending the declaration of November 12, 1959, on the provisional accession of Tunisia to the General Agreement.
Done at Geneva November 7, 1973;
Effective with respect to the United States of America and Tunisia April 22, 1974.

GENERAL AGREEMENT ON TARIFFS AND TRADE
ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

NINTH PROCES-VERBAL
EXTENDING THE DECLARATION ON THE PROVISIONAL ACCESSION OF TUNISIA TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

NEUVIEME PROCES-VERBAL
PROROGEANT LA VALIDITE DE LA DECLARATION CONCERNANT L'ACCESSION PROVISOIRE DE LA TUNISIE A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

7 November 1973
Geneva

Ninth Procès-Verbal Extending the Declaration on the Provisional Accession of Tunisia

The parties to the Declaration of 12 November 1959 on the Provisional Accession of Tunisia [1] to the General Agreement on Tariffs and Trade (hereinafter referred to as "the Declaration" and "the General Agreement", [2] respectively),

ACTING pursuant to paragraph 6 of the Declaration,
AGREE that

1. The validity of the Declaration is extended by changing the date in paragraph 6 to "31 December 1975".
2. This Procès-Verbal shall be deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement. It shall be open for acceptance, by signature or otherwise, by Tunisia and by the participating governments. It shall become effective between the Government of Tunisia and any participating government as soon as it shall have been accepted by the Government of Tunisia and such government. [3]
3. The Director-General shall furnish a certified copy of this Procès-Verbal and a notification of each acceptance thereof to the Government of Tunisia and to each contracting party to the General Agreement.

DONE at Geneva this seventh day of November, one thousand nine hundred and seventy-three in a single copy in the English and French languages, both texts being authentic.

Neuvième Procès-Verbal Prorogeant la Validité de la Déclaration Concernant l'Accession Provisoire de la Tunisie

Les parties à la Déclaration du 12 novembre 1959 concernant l'accession provisoire de la Tunisie à l'Accord général sur les tarifs douaniers et le commerce (instruments ci-après dénommés "la Déclaration" et "l'Accord général", respectivement),

AGISSANT en conformité du paragraphe 6 de la Déclaration,
SONT CONVENUES des dispositions suivantes:

1. La validité de la Déclaration est prorogée, la date mentionnée au paragraphe 6 étant remplacée par la date du "31 décembre 1975".
2. Le présent Procès-verbal sera déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général. Il sera ouvert à l'acceptation, par voie de signature ou autrement, de la

[1] TIAS 4498, 7072; 11 UST 1538; 22 UST 391.
[2] TIAS 1700; 61 Stat., pts. 5 and 6.
[3] Accepted by the United States Jan. 23, 1974, and by Tunisia Apr. 22, 1974; effective with respect to the United States and Tunisia Apr. 22, 1974.

Tunisie et des gouvernements participants. Il prendra effet entre le gouvernement de la Tunisie et tout gouvernement participant dès que le gouvernement de la Tunisie et ledit gouvernement participant l'auront accepté.

3. Le Directeur général délivrera copie certifiée conforme du présent Procès-verbal au gouvernement de la Tunisie et à chaque partie contractante à l'Accord général et leur donnera notification de toute acceptation dudit Procès-verbal.

FAIT à Genève, le sept novembre mil neuf cent soixante-treize, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi.

For the Argentine Republic:	*Pour la République Argentine:*
For the Commonwealth of Australia:	*Pour le Commonwealth d'Australie:*
For the Republic of Austria:	*Pour la République d'Autriche:*
For the People's Republic of Bangladesh:	*Pour la République populaire de Bangladesh:*
For Barbados:	*Pour la Barbade:*
For the Kingdom of Belgium:	*Pour le Royaume de Belgique:*
For the Federative Republic of Brazil:	*Pour la République fédérative du Brésil:*
For the Union of Burma:	*Pour l'Union birmane:*
For the Republic of Burundi:	*Pour la République du Burundi:*
For the Federal Republic of Cameroon:	*Pour la République fédérale du Cameroun:*
For Canada:	*Pour le Canada:*
For the Central African Republic:	*Pour la République centrafricaine:*
For the Republic of Chad:	*Pour la République du Tchad:*
For the Republic of Chile:	*Pour la République du Chili:*
For the People's Republic of the Congo:	*Pour la République populaire du Congo:*
For the Republic of Cuba:	*Pour la République de Cuba:*
For the Republic of Cyprus:	*Pour la République de Chypre:*
For the Czechoslovak Socialist Republic:	*Pour la République socialiste tchécoslovaque:*
For the Republic of Dahomey:	*Pour la République du Dahomey:*
For the Kingdom of Denmark:	*Pour le Royaume du Danemark:*
For the Dominican Republic:	*Pour la République Dominicaine:*

43-377 O - 75 - 40

For the Arab Republic of Egypt:	*Pour la République arabe d'Egypte:*
For the Republic of Finland:	*Pour la République de Finlande:*
For the French Republic:	*Pour la République française:*
For the Gabonese Republic:	*Pour la République gabonaise:*
For the Republic of the Gambia:	*Pour la République de Gambie:*
For the Federal Republic of Germany:	*Pour la République fédérale d'Allemagne:*
For the Republic of Ghana:	*Pour la République du Ghana:*
For the Kingdom of Greece:	*Pour le Royaume de Grèce:*
For the Republic of Guyana:	*Pour la République de Guyane:*
For the Republic of Haiti:	*Pour la République d'Haïti:*
For the Hungarian People's Republic:	*Pour la République populaire hongroise:*
For the Republic of Iceland:	*Pour la République d'Islande:*
For the Republic of India:	*Pour la République de l'Inde:*
For the Republic of Indonesia:	*Pour la République d'Indonésie:*
For Ireland:	*Pour l'Irlande:*
For the State of Israel:	*Pour l'État d'Israel:*
For the Italian Republic:	*Pour la République italienne:*
For the Republic of the Ivory Coast:	*Pour la République de Côte d'Ivoire:*
For Jamaica:	*Pour la Jamaïque:*
For Japan:	*Pour le Japon:*
For the Republic of Kenya:	*Pour la République du Kenya:*
For the Republic of Korea:	*Pour la République de Corée:*
For the State of Kuwait:	*Pour l'État du Koweït:*
For the Grand Duchy of Luxemburg:	*Pour le Grand-Duché de Luxembourg:*
For the Malagasy Republic:	*Pour la République malgache:*
For the Republic of Malawi:	*Pour la République du Malawi:*
For Malaysia:	*Pour la Malaisie:*
For Malta:	*Pour Malte:*
For the Islamic Republic of Mauritania:	*Pour la République islamique de Mauritanie:*
For Mauritius:	*Pour Maurice:*
For the Kingdom of the Netherlands:	*Pour le Royaume des Pays-Bas:*
For New Zealand:	*Pour la Nouvelle-Zélande:*
For the Republic of Nicaragua:	*Pour la République du Nicaragua:*
For the Republic of the Niger:	*Pour la République du Niger:*

For the Federal Republic of Nigeria:	*Pour la République fédérale du Nigéria:*
For the Kingdom of Norway:	*Pour le Royaume de Norvége:*
For Pakistan:	*Pour le Pakistan:*
For the Republic of Peru:	*Pour la République du Pérou:*
For the Republic of the Philippines:	*Pour la République des Philippines:*
For the Polish People's Republic:	*Pour la République populaire de Pologne:*
For the Portuguese Republic:	*Pour la République portugaise:*
For Southern Rhodesia:	*Pour la Rhodésie du Sud:*
For the Socialist Republic of Romania:	*Pour la République socialiste de Roumanie:*
For the Rwandese Republic:	*Pour la République rwandaise:*
For the Republic of Senegal:	*Pour la République du Sénégal:*
For the Republic of Sierra Leone:	*Pour la République de Sierra Leone:*
For the Republic of Singapore:	*Pour la République de Singapour:*
For the Republic of South Africa:	*Pour la République sud-africaine:*
For the Spanish State:	*Pour l'État espagnol:*
For the Republic of Sri Lanka:	*Pour la République de Sri Lanka:*
For the Kingdom of Sweden:	*Pour le Royaume de Suède:*
For the Swiss Confederation:	*Pour la Confédération suisse:*
For the United Republic of Tanzania:	*Pour la République-Unie de Tanzanie:*
For the Togolese Republic:	*Pour la République togolaise:*
For Trinidad and Tobago:	*Pour la Trinité-et-Tobago:*
For the Republic of Turkey:	*Pour la République turque:*
For the Republic of Uganda:	*Pour la République de l'Ouganda:*
For the United Kingdom of Great Britain and Northern Ireland:	*Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:*
For the United States of America:	*Pour les États-Unis d'Amerique:*
For the Republic of the Upper Volta:	*Pour la République de Haute-Volta:*
For the Eastern Republic of Uruguay:	*Pour la République orientale de l'Uruguay:*
For the Socialist Federal Republic of Yugoslavia:	*Pour la République fédérative socialiste de Yougoslavie:*
For the Republic of Zaire:	*Pour la République du Zaïre:*
For the Republic of Tunisia:	*Pour la République tunisienne:*

I hereby certify that the foregoing text is a true copy of the Ninth Procès-Verbal Extending the Declaration on the Provisional Accession of Tunisia to the General Agreement on Tariffs and Trade, done at Geneva on 7 November 1973, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Neuvième Procès-verbal prorogeant la validité de la Déclaration concernant l'accession provisoire de la Tunisie à l'Accord général sur les tarifs douaniers et le commerce, établi à Genève le 7 novembre 1973, dont le text original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

O. LONG

Director-General
Geneva

Directeur général
Genève

REPUBLIC OF VIET-NAM

Agricultural Commodities

Agreement amending the agreement of November 9, 1973, as amended.
Effected by exchange of notes
Signed at Saigon April 3, 1974;
Entered into force April 3, 1974.

The American Ambassador to the Vietnamese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 59 APRIL 3, 1974

Excellency:

I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on November 9, 1973, as amended on December 18, 1973 and January 21, 1974, [1] and to propose that that Agreement be further amended as follows:

A. In Part II, Particular Provisions, Item I, Commodity Table:

On the line entitled "Cotton", and under appropriate column headings delete "50,000 Bales – $20.0" and insert "73,500 Bales – $28.3".
On the line entitled "Tobacco", and under appropriate column headings, delete "3,200 M/T – $8.2", and insert "4,900 M/T – $12.8".
On the line entitled "Total", and under the column headed "Maximum Export Market Value (Millions)", delete "$71.2" and insert "$84.1".

[1] TIAS 7768, 7783; 24 UST 2529; *ante*, p. 185.

B. In Part II, Particular Provisions, Item IV, Export Limitations, Paragraph C, Permissible Exports:

Delete the commodity table currently constituting this paragraph and insert the following:

"1. The Government of the Republic of Vietnam may export up to 4,000 metric tons of cotton waste in U.S. Fiscal Year 1974 without incurring any offset purchase requirement.

2. The Government of the Republic of Vietnam may export during U.S. Fiscal Year 1974 quantities of cotton waste in excess of 4,000 metric tons, and textiles fabricated in whole or in part from raw cotton, provided, however, that the cotton content of such cotton waste and textiles, by weight, is offset by commercial imports of raw cotton from the United States of America, using the foreign exchange of the Government of the Republic of Vietnam. It is understood that such commercial offset imports need not exceed during the export limitation period of this Agreement the quantity of raw cotton imported by the Government of the Republic of Vietnam under Title I Public Law 480 Sales Agreements."

All other terms and conditions of the November 9, 1973 Agreement, as amended, remain the same.

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

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

Sincerely yours,

GRAHAM MARTIN

Graham Martin

His Excellency
VUONG VAN BAC
Minister of Foreign Affairs
Republic of Vietnam
Saigon

The Vietnamese Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No 1765-EF/HT

SAIGON, *April 3, 1974*

EXCELLENCY,

I have the honour to acknowledge receipt of Your Excellency's Note No. 59 dated April 3, 1974 which reads as follows:

"I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on November 9, 1973, as amended on December 18, 1973 and January 21, 1974, and to propose that that Agreement be further amended as follows:

A. In part II, Particular Provisions, Item I, Commodity Table:

On the line entitled "Cotton", and under appropriate column headings, delete "50,000 Bales – $20.0" and insert "73,500 Bales – $28.3".
On the line entitled "Tobacco", and under appropriate column headings, delete "3,200 M/T – $8.2", and insert "4,900 M/T – $12.8."
On the line entitled "Total", and under the column headed "Maximum Export Market Value (Millions)", delete "$71.2" and insert "$84.1."

B. In part II, Particular Provisions, Item IV, Export Limitations, Paragraph C, Permissible Exports:

Delete the commodity table currently constituting this paragraph and insert the following:

1. The Government of the Republic of Vietnam may export up to 4,000 metric tons of cotton waste in U.S. Fiscal Year 1974 without incurring any offset purchase requirement.
2. The Government of the Republic of Vietnam may export during U.S. Fiscal Year 1974 quantities of cotton waste in excess of 4,000 metric tons, and textiles fabricated in whole or in part from raw cotton, provided, however, that the cotton content of such cotton waste and textiles, by weight, is offset by commercial imports of raw cotton from the United States of America, using the foreign exchange of the Government of the Republic of Vietnam. It is understood that such commercial offset imports need not exceed during the export limitation period of this Agreement the quantity of raw cotton imported by the Government of the Republic of Vietnam under Title I Public Law 480 Sales Agreement."

All other terms and conditions of the November 9, 1973 Agreement, as amended, remain the same.

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

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

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

[SEAL] VUONG-VAN-BAC

Vuong-Văn-Bắc
Minister of Foreign Affairs

His Excellency GRAHAM MARTIN
Ambassador of the United States of America
Saigon

COLOMBIA

Agricultural Commodities

Agreement amending the agreement of April 24, 1973, as amended.
Effected by exchange of notes
Signed at Bogotá April 22, 1974;
Entered into force April 22, 1974.

The American Ambassador to the Colombian Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 406 BOGOTA, *April 22, 1974*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on April 24, 1973 as amended May 11, 1973 and December 11, 1973 [1] and propose said agreement be further amended by:

Increasing the export market value for soybean/cottonseed oil to $3.150 million and increasing the total to $12.040 million. All other terms and conditions of this agreement remain the same.

I propose that this note and your reply concurring therein will constitute agreement between our two governments on the date of your note in reply.

Accept Excellency, the renewed assurances of my highest consideration.

VIRON P. VAKY

His Excellency,
Doctor ALFREDO VÁSQUEZ CARRIZOSA
Minister of Foreign Affairs
Bogotá

---

[1] TIAS 7623, 7667, 7781; 24 UST 1056, 1633; *ante*, p. 180.

The Colombian Minister of Foreign Affairs to the American Ambassador

REPUBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

AE.EUA. 2120 BOGOTÁ. D.E., *Abril 22 de 1974*

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo a Vuestra Excelencia de la atenta nota número 406 del 22 de abril del año en curso que a la letra dice:

"Tengo el honor de referirme al Convenio de Excedentes Agrícolas firmado por representantes de nuestros dos Gobiernos el 24 de abril de 1973, con las modificaciones del 11 de mayo y 11 de diciembre del mismo año, al cual propongo se haga la siguiente modificación adicional:

Aumentar el valor del mercado de exportación para el aceite de soya o de cascarilla de algodón a 3.150 millones de dólares, incrementando, por lo tanto, el total del Convenio a 12.040 millones de dólares.

Todos los demás términos y condiciones de este Convenio continúan iguales.

Propongo que esta nota y vuestra contestación de aprobación a la misma constituyan el acuerdo entre nuestros dos Gobiernos en la fecha de vuestra nota de respuesta.

Acepte vuestra Excelencia, mis sentimientos de alta consideración. (Fdo.) VIRON P. VAKY".

Al manifestar mi aceptación a las modificaciones anteriormente citadas, en nombre del Gobierno Nacional, hago propicia la ocasión para reiterar a Vuestra Excelencia los sentimientos de mi más alta consideración.

A VASQUEZ CARRIZOSA

A su Excelencia
El Señor VIRON P. VAKY
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
La Ciudad.

Translation

REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN AFFAIRS

AE.EUA 2120

BOGOTÁ, D.E., *April 22, 1974*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your note No. 406 of April 22, 1974 which reads as follows:

[For the English language text, see p. 627.]

In expressing approval of the aforementioned amendments on behalf of the National Government, I avail myself of this occasion to renew to Your Excellency the assurances of my highest consideration.

A VASQUEZ CARRIZOSA

His Excellency
VIRON P. VAKY,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Bogotá.

BANGLADESH

Agricultural Commodities

Agreement amending the agreement of August 6, 1973, as amended.
Effected by exchange of notes
Signed at Dacca April 17 and 19, 1974;
Entered into force April 19, 1974.

The American Ambassador to the Bangladesh Secretary, Planning Commission

EMBASSY OF THE
UNITED STATES OF AMERICA

DACCA, *April 17, 1974*

DEAR MR. SECRETARY:

I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by the representatives of our two Governments on August 6, 1973, as amended, [1] and to propose that the Agreement be further amended as follows:

(A) In the commodity table – Part II – Item I – under the appropriate columns for soybean/cottonseed oil: Delete "10,000, $6.8" and insert "23,000, $15.8"; and

(B) Under the total export market value delete "$39.2" and insert "$48.2". All the other terms and conditions of the August 6, 1973 agreement, as amended, remain the same.

I propose that this note and your reply concurring therein constitute an agreement between our two Governments effective on the date of your note in reply.

Please accept the renewed assurance of my highest consideration.

DAVIS E BOSTER

Mr. M. SYEDUZZAMAN
Secretary
Planning Commission
Government of Bangladesh
Dacca

---

[1] TIAS 7711, 7715, 7756, 7774, 7807; 24 UST 1985, 2017, 2313; *ante*, pp. 38, 307.

The Bangladesh Secretary, Planning Commission, to the American Ambassador

[1]

M. SYEDUZZAMAN,
Secretary
Bangladesh Planning Commission

MINISTRY OF PLANNING
PLANNING COMMISSION
BANGLADESH SECRETARIAT

D.-O. No.221/ERD(III)USA(COM)-22/73 Dated, the 19th April, 1974.

DEAR SIR,

I have the honour to acknowledge receipt of your note of April 17, 1974 referring to the PL-480-Title-I Agreement of August 6, 1973, as amended, containing the following proposal:—

"(A) In the commodity table—Part II—Item I—under the appropriate columns for soybean/cottonseed oil:
Delete "10,000, $6.8" and insert "23,000, $15.8"; and

(B) Under the total export market value delete "$39.2" and insert "$48.2". All the other terms and conditions of the August 6, 1973 agreement, as amended, remain the same."

The foregoing amendment is acceptable to the Government of Bangladesh and we concur that this constitutes an agreement between our two Governments to enter into force on the date of this note.

Yours faithfully,
M SYEDUZZAMAN
(M. Syeduzzaman)
Secretary.

Mr. DAVIS E. BOSTER,
Ambassador of USA in Bangladesh
Embassy of the United States of America,
Adamjee Court, Motijheel Commercial Area,
Dacca-2.

[1] In translation reads: "Government People's Republic of Bangladesh".

PHILIPPINES

Use of Veterans Memorial Hospital: Grants-in-Aid for Medical Care and Treatment of Veterans and Rehabilitation of the Hospital Plant

Agreement signed at Manila April 4, 1974;
Entered into force April 4, 1974;
Effective July 1, 1973.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES ON THE USE OF THE VETERANS MEMORIAL HOSPITAL AND THE PROVISION OF INPATIENT AND OUTPATIENT MEDICAL CARE AND TREATMENT AND NURSING HOME CARE OF VETERANS BY THE GOVERNMENT OF THE PHILIPPINES AND THE FURNISHING OF GRANTS-IN-AID THEREOF BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

WHEREAS, the Congress of the United States by Public Law 93–82 approved August 2, 1973, [1] as embodied in Sections 230(b), 624, and 631–632, Title 38, United States Code, has provided for the extension of the operations of the United States Veterans Administration Regional Office in the Republic of the Philippines to June 30, 1978, and for further assistance by grants-in-aid to the Republic of the Philippines in providing medical care and treatment and nursing home care for certain veterans, as defined below, for replacement and upgrading of equipment and for rehabilitating the physical plant of the Veterans Memorial Hospital, and for education and training of health service personnel who are assigned to such hospital, and

WHEREAS, the Government of the Republic of the Philippines is desirous of taking advantage of the provisions thereof for the purpose of continuing the operations of the United States Veterans Administration in the Philippines, particularly that of extending and improving the program of medical care and hospitalization and providing

---

[1] 87 Stat. 179.

nursing home care of those disabled veterans who come within the purview of Public Law 93-82, as embodied in Sections 230(b), 624, and 631-632, Title 38, United States Code,

The Government of the United States and the Government of the Republic of the Philippines have decided to conclude a new Agreement for the above purposes, the regulations relating to which the Government of the United States will promulgate in the Federal Register, and do hereby agree as follows:

TITLE I

PURPOSES OF CONTRACT

ARTICLE 1. Subject to mutual agreement, the necessary appropriation acts of the United States Congress, and such rules and regulations as, from time to time, may be prescribed by the Administrator of Veterans Affairs of the United States, to whom the President of the United States has delegated the authority conferred upon him by Sections 631-634, Title 38, United States Code, the Administrator of Veterans Affairs of the United States will enter into a contract with the Director of the Veterans Memorial Hospital subject to the approval of the Secretary of National Defense of the Republic of the Philippines, as follows:

(a) To provide reimbursement to the Government of the Republic of the Philippines by the Government of the United States for hospital care in the Republic of the Philippines of Commonwealth Army veterans and New Philippine Scouts determined by the Administrator of Veterans Affairs of the United States to be in need of such hospital care for service-connected disabilities, at a per diem rate to be jointly determined for each fiscal year by the two Governments to be fair and reasonable;

(b) To provide reimbursement as described in (a) above for hospital care at the Veterans Memorial Hospital of Commonwealth Army veterans and of those New Philippine Scouts who enlisted before July 4, 1946, determined by the Administrator of Veterans Affairs of the United States to be in need of such hospital care for nonservice-connected disabilities, if they are unable to defray the expenses of necessary hospital care;

(c) To provide reimbursement for medical services in the Republic of the Philippines for Commonwealth Army veterans and New Philippine Scouts determined by the Administrator to be in need of such medical services for service-connected disabilities which shall be provided either in the Veterans Memorial Hospital, or at the Outpatient Clinic of the United States Veterans Administration, or by contract, at rates to be jointly determined for each fiscal year by the two Governments to be fair and reasonable;

(d) To provide reimbursement for nursing home care in the Republic of the Philippines for any Commonwealth Army veteran or

New Philippine Scout who has been furnished hospital care and who has been determined by the Administrator to be in need of such nursing home care, at a per diem rate to be jointly determined for each fiscal year by the two Governments to be fair and reasonable but in no event to exceed 50 per centum of the per diem rate established pursuant to (a) above;

(e) To provide reimbursement for veteran's travel expenses incident to such hospitalization, medical services, or nursing home care which are authorized by the Administrator of Veterans Affairs of the United States;

(f) To provide that the period of the contract may be extended through and end on June 30, 1978;

(g) To provide that the total of payments for authorized hospital care, which includes cost of determining the medical need for such hospital care, and medical services plus any payments for authorized travel expenses incident to the hospitalization or medical services or nursing home care of Commonwealth Army veterans and New Philippine Scouts shall not exceed the amounts provided by the appropriation acts of the Congress of the United States for each fiscal year and in no event shall exceed $2,000,000 for any one fiscal year commencing July 1, 1973, and ending before July 1, 1978, which shall include an amount not to exceed $250,000 for any one such fiscal year for nursing home care as provided for in (d) above;

(h) To provide that during the contract period specified in this article, subject to mutual agreement of the officials designated to execute such actions, payments for hospital care and for medical services provided to Commonwealth Army veterans and New Philippine Scouts or to United States veterans may consist in whole or in part of available medicines, medical supplies, and equipment furnished by the Administrator of Veterans Affairs of the United States to the Veterans Memorial Hospital at valuations therefor as determined by the Administrator of Veterans Affairs of the United States, provided the valuations so determined shall not be less than the cost of the items furnished, including transportation;

(i) To provide that during the period covered by such contract the Republic of the Philippines and the Veterans Memorial Hospital will replace and upgrade, as needed, the equipment of such hospital and will rehabilitate the existing physical plant and facilities of such hospital as soon as practicable to place the hospital on a sound and effective operating basis;

(j) To provide that failure of the Republic of the Philippines and the Veterans Memorial Hospital to fulfill the commitment described in (i) above or to maintain such hospital in a well-equipped and effective operating condition, as determined by the Administrator of Veterans Affairs of the United States, shall be a ground for stopping payments under this Agreement upon reasonable notice as stipulated by the contract;

(k) To provide for grants by the Administrator of Veterans Affairs of the United States, on such terms and conditions as he may prescribe, to the Veterans Memorial Hospital, to assist the Republic of the Philippines in the replacement and upgrading of equipment and in rehabilitating the physical plant and facilities of such hospital, which shall not exceed the amounts provided by the appropriation acts of the Congress of the United States for that purpose and in no event shall exceed the amount of $50,000 for each fiscal year during the five years beginning July 1, 1973, and ending June 30, 1978;

(l) To provide for grants by the Administrator of Veterans Affairs of the United States to the Veterans Memorial Hospital for education and training of health service personnel who are assigned to such hospital which shall not exceed the amounts provided by the appropriation acts of the Congress of the United States for that purpose and in no event shall exceed $50,000 for each fiscal year during the five years beginning July 1, 1973, and ending June 30, 1978, which grants shall be made on terms and conditions prescribed by the Administrator, including approval by him of all educational and training programs.

TITLE II

DELEGATION OF AUTHORITY

ARTICLE 2. The Secretary of National Defense of the Philippine Government, under the general direction of the President of the Republic of the Philippines, shall have full authority to administer for the Government of the Republic of the Philippines all matters relating to the provision of medical care and treatment for veterans, for replacement and upgrading of equipment and for rehabilitating the physical plant of the Veterans Memorial Hospital, and for education and training of health service personnel who are assigned to such hospital within the purview of Public Law 93-82, approved August 2, 1973, as embodied in Sections 230(b), 624, and 631-632, Title 38, United States Code.

TITLE III

DEFINITIONS

ARTICLE 3. (a) The term "Commonwealth Army veterans" is agreed to mean persons who served before July 1, 1946, in the organized military forces of the Government of the Philippines, while such forces were in the service of the Armed Forces of the United States pursuant to the military order of the President of the United States dated July 26, 1941, including among such military forces organized guerrilla forces under commanders appointed, designated or subsequently recognized by the Commander-in-Chief, Southwest Pacific Area, or other competent authority in the Army of the United States, and who were discharged or released from such service under conditions other than dishonorable.

43-377 O - 75 - 41

(b) The term "New Philippine Scouts" means persons who served in the Philippine Scouts under section 14 of the Armed Forces Voluntary Recruitment Act of 1945, [1] and who were discharged or released from such service under conditions other than dishonorable.

(c) Determinations by the Department of Defense of the United States as to military service shall be accepted by the Veterans Administration. In those cases in which the Veterans Administration shall have information which it deems reliable and in conflict with the information upon which a determination was made, such cases together with the information in the possession of the Veterans Administration shall be referred to the Department of Defense of the United States for reconsideration and redetermination. Such determinations and redeterminations, respectively, as to military service shall be conclusive for the purposes of this Agreement.

ARTICLE 4. The term "service-connected disabilities" is agreed to mean disabilities determined by the Administrator of Veterans Affairs of the United States under laws administered by the Veterans Administration to have been incurred in or aggravated by the service described in Article 3 in line of duty.

TITLE IV

USE OF FACILITIES OF THE VETERANS MEMORIAL HOSPITAL

ARTICLE 5. As previously agreed between the two Governments, the ownership of the Veterans Memorial Hospital and the equipment thereof has been vested in the Government of the Philippines and the use to which said hospital or any part or equipment thereof shall be devoted is for determination by mutual consent of the two Governments.

ARTICLE 6. Use by the Republic of the Philippines of the facilities of the Veterans Memorial Hospital shall be discretionary with the Republic of the Philippines except that:

(a) First priority of admission to and retention in the hospital shall be accorded Commonwealth Army veterans and New Philippine Scouts needing hospital care for service-connected disabilities or nonservice-connected disabilities associated with and aggravating service-connected disabilities.

(b) Second priority shall be accorded United States veterans who require hospital care for service-connected disabilities or nonservice-connected disabilities associated with and aggravating service-connected disabilities.

(c) Third priority shall be accorded Commonwealth Army veterans, New Philippine Scouts referred to in Article 3(b), and who enlisted before July 4, 1946, and United States veterans with "wartime" service, who need hospital care for nonservice-connected disabilities.

[1] 59 Stat. 538.

TITLE V

OTHER PROVISIONS

ARTICLE 7. It is agreed between the two Governments that the determinations of legal eligibility and medical need for hospitalization and medical treatment of Commonwealth Army veterans and the New Philippine Scouts as well as their need for nursing home care, rests exclusively with the Veterans Administration. The question of whether to hospitalize such veterans prior to an official determination of their legal eligibility and medical need having been made by the Veterans Administration, or whether to require such determinations to be made prior to hospitalizing them will be wholly within the discretion of the Secretary of National Defense of the Philippine Government, depending upon such contingencies and exigencies as the Secretary of National Defense of the Philippine Government may deem it appropriate to consider. No liability for reimbursement shall accrue to the Veterans Administration for any hospitalization of either a Commonwealth Army veteran or a New Philippine Scout until legal eligibility and medical need for hospitalization has been determined by the Veterans Administration, but when such determinations shall have been made, the liability for reimbursement shall, subject to such limitations as the rules and regulations of the Veterans Administration may provide, relate back to the date of admission to the hospital. Hospitalization in the Philippines of Commonwealth Army veterans and New Philippine Scouts found by the Veterans Administration to be in need of hospitalization for service-connected disabilities shall not be limited to hospitalization in the Veterans Memorial Hospital, but that hospital will be used to the maximum extent feasible in the hospitalization of such veterans.

ARTICLE 8. The contract entered into pursuant to this Agreement shall provide for hospitalization on a per diem basis for those United States veterans in the Philippines who may be found eligible by the Veterans Administration for such hospitalization. Hospitalization of United States veterans who are in need of treatment for nonservice-connected disabilities shall be limited to treatment in the Veterans Memorial Hospital. Billings for services rendered these United States veterans will be made separately, and reimbursements, including travel expenses incident to such hospitalization, shall be payable from Veterans Administration appropriations and shall not be chargeable to the appropriation ceiling for the fiscal year in question for the hospitalization, medical services, nursing home care, and travel expenses incident thereto of Commonwealth Army veterans and New Philippine Scouts referred to in Article 1.

ARTICLE 9. The contract entered into pursuant to this Agreement shall provide for nursing home care which shall be provided either at the Veterans Memorial Hospital or at such nursing home care facility as may be approved by the Administrator of Veterans Affairs of the

United States for those United States veterans who have been furnished hospital care in the Philippines, but who require a protracted period of nursing home care, on a per diem basis at the same rate specified in Article 1(d). Billings for nursing home care furnished these United States veterans will be made separately, and reimbursements, including travel expenses incident to such nursing home care, shall be payable from Veterans Administration appropriations as specified in Article 8 above.

ARTICLE 10. The Secretary of National Defense of the Republic of the Philippines will, with the concurrence of the Administrator of Veterans Affairs of the United States, cause such printed forms of applications for hospitalization, nursing home care, outpatient treatment, forms of physical examination reports, forms for billing for services rendered and such other forms and notices as may be necessary and incident to the efficient execution of this program to be prepared, and such approved forms will be used whenever applicable to the general operation of such program.

ARTICLE 11. The Secretary of National Defense of the Philippine Government shall furnish to the Administrator of Veterans Affairs of the United States, upon his request, or the request of any officer duly designated by him for such purpose, full and complete cost accounting information, copies of medical examination and treatment reports and any other information deemed by him to be necessary and incident to the proper application of the terms of this Agreement.

ARTICLE 12. The Government of the United States through such qualified persons as the Administrator of Veterans Affairs of the United States may designate shall have the right to inspect any hospital in which veterans are being hospitalized or any nursing home care facility in which veterans are being provided nursing home care under the terms of this Agreement; to inspect and audit its books and all accounts as are incident to the proper determination of cost of the reimbursement, on a per diem basis, for such hospitalization or nursing home care and to determine whether the hospital and nursing home care facilities, procedures, techniques, and standards, as well as the quality of subsistence furnished, are adequate and proportionate to the charges being made therefor.

ARTICLE 13. Appropriations for hospital care, medical services, and nursing home care for veterans under subsection (a) of Section 632, Title 38, United States Code, and for grants to the Veterans Memorial Hospital for education and training of health service personnel assigned to such hospital under subsection (d)(1) of Section 632 will if unobligated be reverted to the United States Treasury at the end of the fiscal year. Appropriation for grants to the Veterans Memorial Hospital to assist the Republic of the Philippines in the replacement and upgrading of equipment and in rehabilitating the physical plant and facilities of such hospital shall remain available until expended.

ARTICLE 14. It is agreed between the two Governments that if the

conditions and terms of the Agreement are not being met, the Secretary of National Defense of the Philippine Government and the Administrator of Veterans Affairs of the United States or his designee shall enter into immediate consultation with a view to compliance with said terms and conditions. The initiation of such consultations by either Government shall not limit or qualify the duty and obligation of the Administrator of Veterans Affairs of the United States to withhold or suspend payments when in his judgment such payments would not be in accordance with the terms of this Agreement.

ARTICLE 15. It is agreed between the two Governments that the program under this Agreement, including the contract referred to in Article 1, shall be effective from the date specified in such contract.

ARTICLE 16. The Agreement entered into between the two Governments on April 25, 1967, [1] is deemed terminated on June 30, 1973, and the present agreement shall be deemed to have come into effect on July 1, 1973, and shall remain in effect until amended or terminated by subsequent agreement or until June 30, 1978, whichever is earlier. Such amendment or revocation may be accomplished by an exchange of notes between the two Governments.

ARTICLE 17. The Government of the Republic of the Philippines shall save harmless all officers and employees of the Veterans Administration from damage suits or other civil actions arising out of the performance of their duties under this Agreement.

ARTICLE 18. Officers, employees, and agents of the Government of the United States who are citizens of the United States and who are on duty or who may be assigned to duty in the Republic of the Philippines under the provisions of the present Agreement, and their families, shall be permitted to move freely into and out of the Republic of the Philippines, subject to existing visa and passport regulations. Gratis transit shall be extended to all officers, employees or agents of the Veterans Administration over all bridges, ferries, roads, and other facilities of the highways where tolls are collected for passage of vehicles or occupants in the performance of their official duties.

ARTICLE 19. No import, excise, consumption, or other tax, duty, impost fee, charge or exaction shall be imposed or collected by the Republic of the Philippines on funds or property in the Republic of the Philippines which are for use for purposes under this Agreement, or on any funds or property imported into the Republic of the Philippines for use in connection with such purposes. No tax, duty, impost fee, charge or exaction shall be imposed or collected by the Republic of the Philippines on personal funds or movable property, not intended for resale, owned by Veterans Administration personnel under the program covered by this Agreement, who are citizens of the United States, nor shall any tax, duty, impost fee, charge or exaction be imposed or collected by the Republic of the Philippines on the official

[1] TIAS 6248; 18 UST 388.

emoluments paid to the Veterans Administration personnel, under the programs covered by this Agreement, who are citizens of the United States, nor shall any tax, duty, impost fee, charge or exaction be imposed or collected by the Republic of the Philippines on personal funds or property, not intended for resale, imported into the Republic of the Philippines for the use of, or consumption by, Veterans Administration personnel under the program covered by this Agreement, who are United States citizens, nor shall any export or other tax, fee, charge or exaction be imposed or collected by the Republic of the Philippines on any of the foregoing funds or property mentioned in this article in the event of their removal from the Republic of the Philippines.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement in duplicate, in the City of Manila, this 4th day of April 1974.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

W. H. SULLIVAN

[SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES:

CARLOS P. ROMULO

[SEAL]

FRANCE

Air Charter Services

Agreement amending the agreement of May 7, 1973.
Effected by exchange of notes
Signed at Paris March 26 and 29, 1974;
Entered into force March 29, 1974.

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

No. 54 PARIS, *March 26, 1974*

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments relating to amendment of the Memorandum of Understanding between our two Governments on air charter services, effected by exchange of notes May 7, 1973, [1] and to set forth the understanding, as a result of those discussions, that the Memorandum of Understanding shall be amended as follows:

"(a) In the second introductory paragraph substitute "December 31, 1975" for "March 31, 1974."

"(b) Add a new sub-paragraph to section I.D as follows:

"(4) Accept as charterworthy 'advance charter' traffic organized and flown pursuant to a previously agreed rule which has been modified to provide for an initial filing of passenger lists at least sixty days (rather than at least ninety days) in advance of flight departure."

"(c) Add a new section IV as follows:

"IV. AGREED ACTIONS RELATING TO OTHER TYPES OF CHARTERS

"In addition, the regulatory authorities of each Party shall:

"(1) Accept as charterworthy 'prior affinity' charter traffic organized and flown pursuant to the extant rules of the aeronautical authorities of the other Party for so long as such rules are maintained by such Party, or for the term of this Understanding, whichever is shorter, provided, however, that the aeronautical authorities of the first Party may impose reasonable requirements to ensure bona fides, including the requirement that a list of all persons who

[1] TIAS 7617; 24 UST 1028.

will or may be passengers[4] be supplied to them by the carrier at least 30 days in advance of each flight, subject to substitution until flight departure of other unlisted but bona fide group members in proven cases of force majeure or for other exceptional reasons. Because 1974 is viewed as a transitional period to educate the public to earlier final commitment to becoming charter participants, during 1974 reasonable additions and substitutions until flight departure of bona fide but unlisted group members may also be made.

"(2) Use their best efforts to accept as charterworthy charter flights of a 'Special Event' character organized in and flown from the territory of the other Party.

"(3) Conduct any capacity surveillance of Inclusive Tour Charter flights, a type which supplements 'advance charters' or 'prior affinity' charters, which they may wish to undertake by setting a date, reasonably far in advance of the chartering season, by which time applicant carriers will normally be expected to file their Inclusive Tour Charter programs, and informing such carriers approximately one month thereafter of the acceptability of such programs, or, if they perceive a problem of program size, endeavoring to consult with the other Party before final decision on acceptability."

I have the honor to inform Your Excellency that the Government of the United States agrees to the amendments of the Memorandum of Understanding referred to above, and to propose that, if the Government of France also agrees to such amendments, this note and your reply to that effect shall constitute an agreement between our two Governments in this matter which shall enter into force on the date of your reply.

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

GALEN L. STONE

Chargé d'Affaires ad interim

His Excellency
MICHEL JOBERT,
Minister of Foreign Affairs,
Paris.

[4] The number of names on the list may exceed by a reasonable percentage the capacity contracted for. [Footnote in the original.]

The French Chief of the Division of General Affairs, Office of the Director of Economic and Financial Affairs, Ministry of Foreign Affairs, to the American Chargé d'Affaires ad interim

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES

RÉPUBLIQUE FRANÇAISE

PARIS, *le 29 mars 1974*

MONSIEUR LE CHARGÉ D'AFFAIRES,

Vous avez bien voulu m'adresser, en date du 26 mars dernier, une lettre dont la traduction en langue française est la suivante:

"J'ai l'honneur de me référer aux discussions qui ont eu lieu entre des représentants de nos deux gouvernements en vue d'amender le Mémorandum d'accord franco-américain relatif aux vols affrétés qui a fait l'objet de l'Echange de notes du 7 mai 1973 et de vous faire savoir, comme suite à ces discussions, que ledit Mémorandum d'Accord devra être amendé de la façon suivante:

"(a) Dans le second paragraphe préliminaire, substituer "31 décembre 1975" à "31 mars 1974".

"(b) Ajouter à la section I.D. le nouveau sous-paragraphe suivant:

"(IV) Considérer comme ayant vocation à "l'affrètement avec réservation à l'avance", le trafic organisé et exploité conformément à un règlement adopté antérieurement et qui a été modifié de façon à prévoir un délai de 60 jours au moins (au lieu de 90 jours au moins) entre le dépôt initial de la liste des passagers et le départ du vol".

"(c) Ajouter la nouvelle section IV suivante:

"IV. Action convenue relativement à d'autres types d'affrètement"

"En outre, les Autorités compétentes de chaque Partie devront:

"(1) accepter comme ayant vocation à l'affrètement le trafic "affrété pour affinité vérifiée" organisé et exploité conformément aux règlements existants des Autorités aéronautiques de l'autre Partie aussi longtemps que lesdits règlements seront maintenus en vigueur par ladite Partie ou pour la durée du présent accord si cette durée est inférieure à la précédente, étant entendu toutefois que les Autorités aéronautiques de la première Partie pourront, afin de s'assurer de la bonne foi, imposer des conditions raisonnables y compris celle pour le transporteur de leur fournir, 30 jours au moins avant chaque vol, une liste de tous les passagers qui seront ou pourraient être embarqués (4) sous réserve, en cas justifié

(4) Le nombre de noms figurant sur la liste peut excéder d'un pourcentage raisonnable la capacité affrétée.

de force majeure ou pour d'autres motifs exceptionnels, d'y substituer jusqu'à l'heure du décollage d'autres membres du groupe ne figurant pas sur la liste, mais de bonne foi. Du fait que l'exercise 1974 est considéré comme une période transitoire destinée à habituer le public à s'engager définitivement plus à l'avance pour les vols affrétés, des additions et des substitutions raisonnables de membres du groupe non inscrits sur la liste, mais de bonne foi, pourront également être effectuées en 1974 jusqu'au départ du vol,

"(2) déployer tous leurs efforts pour accepter comme ayant vocation à l'affrètement les vols affrétés pour "événement spécial" organisés et exploités à partir du territoire de l'autre Partie,

"(3) exercer, sur les vols pour "voyages affrétés tout compris", type de vols affrétés qui s'ajoute aux "vols affrétés avec réservation à l'avance" et aux "vols à affinités", tout contrôle de capacité qu'elles pourraient souhaiter effectuer en fixant une date raisonnablement antérieure à l'ouverture de la saison des vols affrétés et avant laquelle les candidats transporteurs devront normalement avoir déposé leurs programmes de "voyages affrétés tout compris", et en informant lesdits transporteurs un mois environ après cette date de la recevabilité desdits programmes; ou, si l'importance du programme leur paraît poser un problème, s'efforcer de se concerter avec l'autre Partie avant toute décision définitive en ce que concerne ladite recevabilité.

"J'ai l'honneur d'informer Votre Excellence de l'accord du Gouvernement des Etats-Unis d'Amérique à ces amendements au Mémorandum d'accord précité et je vous propose, si le Gouvernement de la République française accepte lui aussi lesdits amendements, que la présente note et votre réponse à celle-ci constituent un accord sur ce sujet entre nos deux Gouvernements qui entrera en vigueur à la date de votre réponse."

J'ai l'honneur de vous faire savoir que les dispositions qui précèdent rencontrent le plein accord du Gouvernement français./.

Je vous prie d'agréer, Monsieur le Chargé d'Affaires, les assurances de ma haute considération.

[SEAL] J. P. CABOUAT

Signé: J. P. Cabouat

Monsieur GALEN L. STONE,
Chargé d'Affaires a.i.,
Ambassade des Etats-Unis d'Amérique
à Paris

Translation

MINISTRY OF FOREIGN AFFAIRS FRENCH REPUBLIC

PARIS, *March 29, 1974*

Mr. CHARGÉ D'AFFAIRES:

You were so good as to transmit to me on March 26, 1974 a note of which the French translation follows:

[For the English language text, see p. 641.]

I have the honor to inform you that the French Government is in full agreement with the preceding provisions.

Please accept, Mr. Chargé d'Affaires, the assurances of my high consideration.

[SEAL] J. P. CABOUAT

J. P. Cabouat

Mr. GALEN L. STONE,
Chargé d'Affaires a.i.,
United States Embassy,
Paris.

BAHAMAS

Aviation: Preclearance for Entry into the United States

Agreement signed at Nassau April 23, 1974;
Entered into force April 23, 1974.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF THE BAHAMAS ON PRECLEARANCE

The Government of the United States of America and the Government of The Commonwealth of The Bahamas;

CONSIDERING that preclearance, the procedure of conducting in The Bahamas inspection by United States inspection agencies required for entry into the United States of passengers destined nonstop to the United States in flight of aircraft, facilitates travel between the two countries; and

CONSIDERING that the laws of the two countries in respect to merchandise or articles the entry of which is prohibited are sufficiently similar to enable U.S. organizations to carry out their missions, subject to provision of facilities adequate to enable them to use their manpower efficiently and to insure proper security safeguards for passengers, aircraft crew, baggage and aircraft stores entering the United States;

AGREE as follows:

ARTICLE I

Flights eligible for preclearance shall include any flight by an authorized scheduled or charter air carrier destined nonstop to the United States including ferry flights, but not including air-taxi-type operations. Private and state aircraft are not included.

ARTICLE II

Preclearance shall be conducted at Nassau and, upon mutual agreement of the Parties expressed in writing, may be established at additional locations in The Bahamas.

ARTICLE III

The Government of The Commonwealth of The Bahamas shall:

(a) Permit United States inspectors to carry out preclearance of passengers, crew, baggage, aircraft and aircraft stores on eligible flights and to determine procedures for carrying out inspections and utilization of its manpower.

(b) Provide the facilities as set forth in the annex to this Agreement.

(c) Permit the installation and operation of the Treasury Enforcement Communications Systems (TECS) and other modern inspection aids.

(d) Take steps to enable it to furnish appropriate law enforcement assistance to the United States inspectors, including, upon request by a United States inspector, search by a Bahamian law enforcement officer in the presence of a United States inspection officer of any person subject to preclearance in accordance with this Agreement, based on suspicion that such person is seeking to carry into the United States:

(i) merchandise or other articles which have been falsely declared or not declared;

(ii) merchandise or other articles the entry of which into the United States is prohibited or restricted; or

(iii) documents relevant to his immigration status which are fraudulent or misused.

(e) If it appears that there is at the airport an accomplice who is assisting a person subject to preclearance to commit one of the acts referred to in paragraph (d) then such accomplice shall also be subject to search.

(f) Upon the request of a United States inspection agency:

(i) seize and confiscate articles or merchandise if such articles or merchandise are falsely declared or not declared at the time of preclearance and if the possession or exportation of such articles or merchandise is prohibited under the laws of The Bahamas; or

(ii) if possession or exportation of such articles or merchandise falsely declared or not declared is not prohibited under the laws of The Bahamas, submit to prosecution within its Constitutional authority the alleged offender for knowingly making a false declaration.

ARTICLE IV

The Government of the United States of America shall:

(a) Provide sufficient inspectors to carry out preclearance of passengers, crew, baggage, aircraft and aircraft stores on eligible flights with reasonable speed and efficiency and with care to avoid undue inconvenience to travellers from The Bahamas to the United States.

(b) Conduct preclearance under this procedure unless the Federal inspection agencies, after consultation with the Bahamian authorities and the air carriers concerned, determine that adequate manpower is not available or that additional passengers will overtax the facilities. If, after such consultation, it is necessary for the United States inspectors to require post-clearance on arrival in the United States instead of, or in addition to, preclearance in The Bahamas, they will select flights for such post-clearance on a reasonable and fair basis, taking into account convenience to passengers and just treatment of the air carriers concerned.

Article V

United States citizen employees of the Government of the United States assigned to duties in The Bahamas in connection with this Agreement and accompanying members of their family shall be accorded the same privileges and immunities as administrative and technical personnel of the United States diplomatic mission and accompanying members of their family and the records and files of the preclearance detail shall enjoy the same inviolability as the records and files of the United States diplomatic mission.

Article VI

The United States may extend the application of any of its customs, immigration, agriculture and public health laws and regulations to aircraft, passengers, aircraft crew, baggage, cargo and aircraft stores in The Bahamas which are subject to preclearance, for the purpose of establishing and enforcing penalties for violations of these laws and regulations upon arrival in the United States.

Article VII

The Parties agree that any air carrier should have the option to use either preclearance or post-clearance subject to the following conditions:

(a) An air carrier may apply for preclearance for any or all of its eligible flights. The inspection agencies may require a reasonable delay before compliance in order to obtain or reduce personnel or facilities required by the anticipated changes in service. Participation in preclearance may be refused until the carrier files tariffs permitting it to deny carriage to anyone failing to submit to a preclearance inspection and search and to anyone who, having submitted to such inspection and search, is found ineligible to fly on a precleared flight.

(b) An air carrier desiring to withdraw from preclearance must give twelve months notice to both Parties, but if neither Party objects, it may withdraw sooner.

ARTICLE VIII

Either Government may at any time request consultations concerning the interpretation, application or amendment of this Agreement, including the facilities annex and attachments. Such consultations shall begin within 60 days from the date the other Government receives the request.

ARTICLE IX

This Agreement shall enter into force upon signature. It shall remain in force for five years and shall continue in force thereafter until terminated as provided herein.

Either Party may, by giving two years' written notice, terminate this Agreement at the end of the initial five-year period or at any time thereafter.

DONE in duplicate at Nassau, Bahamas this 23rd day of April, 1974.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

RONALD I. SPIERS

Ronald I. Spiers

United States Ambassador

FOR THE GOVERNMENT OF THE COMMONWEALTH OF THE BAHAMAS:

P. L. ADDERLEY

Paul L. Adderley

Minister of External Affairs

FACILITIES ANNEX

The Government of the United States of America and the Government of The Commonwealth of The Bahamas agree that the Government of The Bahamas shall provide within 120 days from the effective date of this Agreement Customs inspectional facilities and inspectional configurations as agreed upon in The Bahamas Ministry of Works drawing of Nassau International Airport B11B7 and B11B9 of November 1973. The configuration, examination conveyor, and inspection work stations shall be substantially in agreement with U.S. Customs drawing FM-74-CTR-5 1 through 3 "General Arrangement of Inspectors, Counters and Conveyor Details".

In addition, within 120 days from the effective date of this Agreement the Government of The Commonwealth of The Bahamas will:

(a) Provide for such passenger comforts as a central climatic control device that includes air conditioning.

(b) Provide suitable seating accommodations in the sterile hold room that will be conducive to passenger comforts.

(c) Provide for adequate janitorial services in the preclearance area, as well as perform any necessary repairs or maintenance.

(d) Construct two search rooms that provide approximately 80 square feet per room.

(e) Construct a cashier's booth of sufficient size to accommodate two teller/cashiers, if requested.

(f) Provide hooded baggage conveyor systems that will insure adequate security as directed by the United States Secretary of the Treasury for the transport of the precleared baggage to a segregated baggage make-up area.

(g) Provide baggage make-up areas that will be secured with nine gauge chain link fence, 8 feet high, topped with 3 strands of barbed wire. The gates used to secure these enclosures shall be equipped with adequate locking mechanisms.

(h) Provide office space to adequately house the Customs Officer-in-Charge, a Supervisor of Customs, a Supervisor of Immigration, and an Agricultural Officer, as well as interview rooms and clerical support staff, and toilet facilities for male and female inspection personnel.

(i) Provide toilet facilities in the sterile hold room area which shall be constructed in such a manner as to preclude contact with non-precleared passengers and the general public.

(j) Provide that precleared air passengers are not allowed to commingle with other arriving or departing passengers except those air passengers arriving from the United States.

MULTILATERAL

Single Convention on Narcotic Drugs, 1961: Addition of Difenoxin to Schedule I and Amendment of Schedule III

Notification by the United Nations dated March 22, 1974; Entered into force with respect to the United States of America March 22, 1974.

OFFICE DES NATIONS UNIES A GENÈVE CH–1211 GENÈVE 10
UNITED NATIONS OFFICE AT GENEVA
PALAIS DES NATIONS

RÉF. No NAR/CL.2/1974
G.XVIII 8/2/6 (26979)
à rappeler dans la réponse

The Secretary-General of the United Nations presents his compliments to the Secretary of State of the United States of America and, referring to his Note NAR/CL.9/1973 of 28 September 1973 [1] and to Chapter IX of the forthcoming Report of the Commission on Narcotic Drugs on its Third Special Session, has the honour to state and communicate, in accordance with Article 3, paragraph 7 of the Single Convention on Narcotic Drugs, 1961, [2] that the Commission on Narcotic Drugs at its Third Special Session unanimously decided

(a) that 1-(3-cyano-3, 3 diphenylpropyl)-4-phenylisonipecotic acid (*difenoxin*) and its salts be added to Schedule I annexed to that Convention, in accordance with its Article 3, paragraph 3 (iii), and

(b) that, in accordance with its Article 3, paragraph 4, Schedule III annexed to that Convention be amended by the addition of the following new paragraph "Preparations of difenoxin containing, per dosage unit, not more than 0.5 mg of difenoxin

---

[1] Not printed.

[2] TIAS 6298, 6423, 6458, 6795, 7223, 18 UST 1412, 3279, 19 UST 4668, 20 UST 4064, 22 UST 1808.

43-377 O - 75 - 42

and a quantity of atropine sulphate equivalent to at least 5 per cent of the dose of difenoxin."

The attention of His Excellency's Government is drawn to Article 3, paragraph 7 of the Single Convention on Narcotic Drugs, 1961, by which these decisions "shall become effective with respect to each Party on the date of its receipt of such communication, and the Parties shall thereupon take such action as may be required under this Convention".

22 March 1974

CANADA

Reciprocal Fishing Privileges

Agreements extending the agreement of June 15, 1973.
Effected by exchange of notes
Signed at Ottawa April 24, 1974;
Entered into force April 24, 1974.
And exchange of notes
Signed at Ottawa May 8, 1974;
Entered into force May 8, 1974.

The Canadian Secretary of State for External Affairs
to the American Ambassador

THE SECRETARY OF STATE FOR EXTERNAL AFFAIRS

SECRÉTAIRE D'ETAT AUX AFFAIRES EXTÉRIEURES

CANADA

No. 475

OTTAWA, *April 24, 1974*

EXCELLENCY,

I have the honour to refer to the agreement between the Government of Canada and the Government of the United States of America on reciprocal fishing privileges in certain areas off their coasts, done at Ottawa on June 15, 1973. [1]

Paragraph eight (8) of that agreement provides that it shall remain in force until April 24, 1974, and that representatives of the two governments shall consult prior to the expiration of the period of its validity with a view to possible amendment and/or extension.

Such consultation has taken place, and the Government of Canada considers it desirable to extend the agreement for a further period of time. I, therefore, have the honour to propose, on behalf of the Government of Canada, that this agreement be extended for 14 days from April 24, 1974.

I have the honour further to propose that, if acceptable, this note, which is authentic in English and in French, and your Excellency's reply to that effect shall constitute an agreement between our two governments, which shall enter into force on the date of your reply

[1] TIAS 7676; 24 UST 1729.

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

MITCHELL SHARP

Secretary of State for External Affairs.

His Excellency the Honourable WILLIAM J PORTER,
Ambassador of the United States of America,
Ottawa.

French Text of the Canadian Note

THE SECRETARY OF STATE FOR EXTERNAL AFFAIRS

SECRÉTAIRE D'ETAT AUX AFFAIRES EXTÉRIEURES

CANADA

N° 475

OTTAWA, *le 24 avril 1974*

EXCELLENCE,

J'ai l'honneur de me référer à l'accord entre le Gouvernement du Canada et le Gouvernement des Etats-Unis d'Amérique relativement aux privilèges réciproques de pêches dans certaines régions sises au large de leurs côtes qui a été fait à Ottawa, le 15 juin 1973.

Le paragraphe huit (8) de cet accord prévoit que celui-ci restera en vigueur jusqu'au 24 avril 1974 et que des représentants des deux gouvernements se consulteront avant l'expiration de la période de validité afin d'étudier la possibilité d'apporter des modifications à l'accord ou de le proroger.

Cette consultation a eu lieu, et le Gouvernement du Canada estime souhaitable de proroger l'accord. J'ai l'honneur, par conséquent, de vous proposer, au nom du Gouvernement du Canada, que l'accord reste en vigueur pendant 14 jours à compter du 24 avril 1974.

J'ai l'honneur de proposer, en outre, que, si elle vous agrée, la présente note, dont les textes français et anglais font également foi, et votre réponse à cet effet, constituent entre nos deux gouvernements un accord qui entrera en vigueur à la date de votre réponse.

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

MITCHELL SHARP

Le Secrétaire d'Etat aux Affaires Extérieures.

Son Excellence l'Honorable WILLIAM J PORTER,
Ambassadeur des Etats-Unis d'Amérique,
Ottawa.

The American Ambassador to the Canadian Secretary of State for External Affairs

No. 68

OTTAWA, *April 24, 1974*

SIR.

I have the honor to refer to your note of April 24, 1974 proposing the extension for a period of fourteen days from April 24, 1974, of the agreement between the Government of the United States of America and the Government of Canada on reciprocal fishing privileges in certain areas off their coasts, signed at Ottawa on June 15, 1973.

In reply, I have the honor to inform you that the proposal set forth in your note is acceptable to the Government of the United States of America, which agrees that your note, which is authentic in English and French, and this reply, shall constitute an agreement between our two governments, which shall enter into force on the date of this reply

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

WILLIAM J. PORTER

The Honourable
Mitchell Sharp, P.C.,
Secretary of State for
External Affairs,
Ottawa.

The Canadian Secretary of State for External Affairs to the American Ambassador

THE SECRETARY OF STATE FOR EXTERNAL AFFAIRS

SECRÉTAIRE D'ETAT AUX AFFAIRES EXTÉRIEURES

CANADA

No. 550

OTTAWA, K1A 0G2, *May 8, 1974*

EXCELLENCY,

I have the honour to refer to the agreement between the Government of Canada and the Government of the United States of America on reciprocal fishing privileges in certain areas off their coasts, done at Ottawa on June 15, 1973, and now due to expire on May 8, 1974.

Paragraph eight (8) of that agreement provides that representatives of the two governments shall consult prior to the expiration of the period of its validity with a view to possible amendment and/or extension.

Such consultation has taken place, and the Government of Canada considers it desirable to extend the agreement for a further period of time. I, therefore, have the honour to propose, on behalf of the Government of Canada, that this agreement be extended to April 24, 1975.

I have the honour further to propose that, if acceptable, this note, which is authentic in English and in French, and your Excellency's reply to that effect shall constitute an agreement between our two governments, which shall enter into force on the date of your reply

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

MITCHELL SHARP

Secretary of State
for External Affairs

His Excellency the Honourable WILLIAM J. PORTER,
Ambassador of the United States of America,
Ottawa.

French Text of the Canadian Note

THE SECRETARY OF STATE FOR EXTERNAL AFFAIRS

SECRÉTAIRE D'ETAT AUX AFFAIRES EXTÉRIEURES

CANADA

N° 550

OTTAWA, K1A 0G2, *May 8, 1974*

EXCELLENCE,

J'ai l'honneur de me référer à l'accord entre le Gouvernement du Canada et le Gouvernement des Etats-Unis d'Amérique relativement aux privilèges réciproques de pêche dans certains régions sises au large de leurs côtes qui a été fait à Ottawa, le 15 juin 1973, et qui doit maintenant venu à terme le 8 mai, 1974.

Le paragraphe huit (8) de cet accord prévoit que des représentants des deux gouvernements se consulteront avant l'expiration de la période de validité afin d'étudier la possibilité d'apporter des modifications à l'accord ou de le proroger.

Cette consultation a eu lieu, et le Gouvernement du Canada estime souhaitable de proroger l'accord. J'ai l'honneur, par conséquent, de vous proposer, au nom du Gouvernement du Canada, que l'accord reste en vigueur jusqu'au 24 avril, 1975.

J'ai l'honneur de proposer, en outre, que, si elle vous agrée, la présente note, dont les textes français et anglais font également foi, et votre réponse à cet effet, constituent entre nos deux gouvernements un accord qui entrera en vigueur à la date de votre réponse.

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

MITCHELL SHARP

Le Secrétaire d'Etat aux Affaires Extérieures.

Son Excellence l'Honorable WILLIAM J. PORTER,
Ambassadeur des Etats-Unis d'Amérique,
Ottawa.

The American Ambassador to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 85

OTTAWA, *May 8, 1974*

SIR.

I have the honor to refer to your note of May 8, 1974 proposing the extension to April 24, 1975, of the agreement between the Government of the United States of America and the Government of Canada on reciprocal fishing privileges in certain areas off their coasts, signed at Ottawa on June 15, 1973.

In reply, I have the honor to inform you that the proposal set forth in your note is acceptable to the Government of the United States of America, which agrees that your note, which is authentic in English and French, and this reply, shall constitute an agreement between our two governments, which shall enter into force on the date of this reply

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

WILLIAM J PORTER

The Honorable
MITCHELL SHARP, P.C.,
Secretary of State for External Affairs,
Ottawa.

SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

Nonscheduled Air Services

Agreement, with protocol, signed at Belgrade September 27, 1973;
Entered into force provisionally September 27, 1973;
Entered into force definitively April 16, 1974.

NONSCHEDULED AIR SERVICE AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND

THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

Preamble	Declaration of the Parties
Article 1	Definition of Terms
Article 2	Grant of Rights
Article 3	Start of Service
Article 4	Conditions and Limitations
Article 5	Admission and Departure
Article 6	Safety Standards
Article 7	Laws and Rules
Article 8	Directional Balance
Article 9	Prohibition of Substantial Impairment
Article 10	Grievances
Article 11	Rates
Article 12	Customs and Duties
Article 13	Airport Charges
Article 14	Fair Treatment
Article 15	Consultations
Article 16	Disputes
Article 17	Denunciation of the Agreement
Article 18	Entry into Force

PREAMBLE

The Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia:

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December, 1944, [1]

Desiring to conclude an Agreement to regularize nonscheduled air service opportunities for their citizens between their respective territories in order to promote cultural exchange, tourism, and commerce,

Recognizing the public interest in a viable international air transportation system encompassing all types of air service,

Therefore desiring to insure the orderly development of such nonscheduled air services and consistent with their interests in maintaining a sound system of scheduled air services between their respective territories,

Have agreed as follows:

ARTICLE 1

For the purpose of this Agreement:

(1) "Agreement" shall mean this Agreement, the Annexes attached thereto, and any amendments thereto.

(2) "Aeronautical authorities" shall mean in the case of the United States of America, the Federal Aviation Administration with respect to

[1] TIAS 1591, 3756, 5170, 7616, 61 Stat. 1180; 8 UST 179; 13 UST 2105, 24 UST 1019.

the technical permission, safety and security standards and requirements referred to in Articles 3 and 6 (B) respectively, otherwise the Civil Aeronautics Board, and in the case of the Socialist Federal Republic of Yugoslavia, the Directorate General of Civil Aeronautics, or in both cases, any person or agency authorized to perform the functions exercised at present by those authorities.

(3) "Carrier" or "carriers" shall mean an air carrier or carriers designated by one party in writing to the other Party to be a carrier which will operate the nonscheduled air services provided for in the Agreement.

(4) "Territory" in relation to the United States of America shall mean the land areas under the sovereignty, jurisdiction or trusteeship of that State, and territorial waters adjacent thereto. "Territory" in relation to the Socialist Federal Republic of Yugoslavia shall mean the land areas and territorial waters adjacent thereto under its sovereignty.

(5) "Traffic" shall mean such traffic as is specifically authorized in the Annexes attached hereto.

(6) "Nonscheduled air service" shall mean such air service as is specifically authorized in the Annexes attached hereto.

(7) "Enplane" shall mean the first boarding of an aircraft of any carrier by nonscheduled air service traffic.

(8) "Deplane" shall mean the leaving of an aircraft of a carrier by nonscheduled air service traffic but shall not include stops for non-traffic purposes.

(9) "Re-enplane" shall mean the boarding of an aircraft of a carrier by nonscheduled air service traffic which has enplaned and deplaned.

ARTICLE 2

(A) Each Party grants to the other Party rights specified in the Annexes attached hereto for the carriers of the other Party to enplane, deplane and re-enplane nonscheduled air service traffic moving on nonscheduled air services.

(B) Nothing herein is intended to limit services not covered by this Agreement.

ARTICLE 3

(A) The service authorized by this Agreement may be inaugurated by a carrier or carriers of one Party at any time after such Party has designated the carrier or carriers for services or a particular service under this Agreement and the aeronautical authorities of the other Party have granted the appropriate operating and technical permission. Such other Party shall, subject to Articles 4 and 6, grant this permission with a minimum of procedural delay provided that a carrier may be required to qualify before the competent aeronautical authorities of that Party, under the laws and regulations normally applied by such authorities before being permitted to engage in the operations contemplated in this Agreement.

(B) Subject to obtaining initial operating authority pursuant

to paragraph (A) of this Article neither Party shall require any additional operating authorization for individual nonscheduled flights by a carrier so qualified, unless agreed otherwise in the Annexes.

ARTICLE 4

(A) Each Party reserves the right to withhold, suspend or revoke the permission referred to in Article 3 of this Agreement with respect to a carrier of the other Party, or to impose conditions on such permission in the event that:

1. such carrier fails to comply with the laws and regulations normally applied by the aeronautical authorities of that Party;
2. such carrier fails to comply with the laws and regulations referred to in Article 5 of this Agreement; or
3. such Party is not satisfied that substantial ownership and effective control of such carrier are vested in nationals of the other Party

(B) Unless immediate action is essential to prevent infringement of the laws and regulations referred to in Article 5 of this Agreement, the right to suspend or revoke such permission shall be exercised only after consultation with the other Party

ARTICLE 5

(A) The laws and regulations of one Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the carriers of the other Party and shall be complied with by such aircraft upon entrance into or departure from, and while within the territory of the first Party

(B) The laws and regulations of one Party relating to the admission to or departure from its territory of passengers, baggage or crew 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, baggage or crew of the carrier or carriers of the other Party upon entrance into or departure from, and while within, the territory of the first Party

ARTICLE 6

(A) Certificates of airworthiness, certificates of competency, and licenses issued or rendered valid by one Party, and still in force, shall be recognized as valid by the other Party for the purpose of operating the 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 Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals by the other Party

(B) The competent aeronautical authorities of each Party may request consultations concerning the safety and security standards and requirements relating to aeronautical facilities, operations, airmen and aircraft, which are maintained and administered by the other Party If, following such consultations, the competent aeronautical authorities of either Party find that the other Party does not effectively maintain and administer safety and security standards and requirements in these areas that are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation, they will notify the other Party of such findings and the steps considered necessary to bring the safety and security standards and requirements of the other Party to standards at least equal to the minimum standards which may be established pursuant to said Convention and the other Party will take appropriate corrective action. Each Party reserves the right to withhold or revoke the technical permission referred to in Article 3 of this Agreement with respect to a carrier of the other Party, or to impose conditions

on such permission, in the event the other Party does not take such appropriate action within a reasonable time. The competent aeronautical authorities of each Party shall make available to the other promptly upon request, copies of pertinent standards and requirements relating to the provisions of this paragraph.

ARTICLE 7

Each Party shall have the right to promulgate and enforce reasonable laws and regulations prescribing the nonscheduled air services permitted pursuant to the Agreement and governing the operation of such services. Such laws and regulations shall be applied consistently with this Agreement and without discrimination against or among carriers of the other Party Where both Parties have promulgated different rules governing the same specific service type, the rules of the Party in whose territory the enplanement occurs shall govern unless agreed otherwise. Services enplaned outside the territory of either Party shall be governed as set forth in the Annexes attached hereto.

ARTICLE 8

The volume of nonscheduled air service traffic between the territories of the two Parties transported by the carriers of one

43-377 O - 75 - 43

Party enplaned in the territory of the other Party shall be reasonably related to the volume of such traffic enplaned outside the territory of the other Party and deplaned in the territory of the other Party, taking into account the commercial nature of the respective markets.

ARTICLE 9

(A) Nonscheduled air service traffic between the territories of the two Parties transported by the carriers of one Party of this Agreement shall not cause substantial impairment of the scheduled air services of the scheduled airlines of the other Party or of the nonscheduled air services of the carriers of the other Party

(B) Neither Party shall unilaterally limit the volume of traffic to be transported by the carriers of the other Party pursuant to the rights and conditions specified in this Agreement.

ARTICLE 10

If after review over a period of time the laws or regulations of either Party or the operations by the carrier or carriers of one Party performed pursuant to this Agreement appear to the other Party to constitute substantial impairment of the scheduled or nonscheduled air services of the scheduled airlines or the carriers of the other

Party, then that other Party may request consultations in accordance with Article 15.

ARTICLE 11

(A) The rates charged by each carrier shall be reasonable, considering all the relevant factors bearing upon the economic characteristics of prescribed nonscheduled air services. Such rates shall be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under this Agreement, within the limits of their legal competence.

(B) Any rate proposed to be charged by a carrier of either Contracting Party for carriage to or from the territory of the other Contracting Party shall, if so required, be filed by such carrier with the aeronautical authorities of the other Contracting Party at least thirty (30) days before the proposed date of introduction unless the Contracting Party with whom the filing is to be made permits filing on shorter notice. The aeronautical authorities of each Contracting Party shall use their best efforts to insure that the rates charged and collected conform to the rates filed with either Contracting Party, and that no carrier rebates any portion of such rates by any means, directly or indirectly, including the payment of excessive sales commissions to agents.

(C) If one Party, upon review of the rates charged or proposed to be charged or practices followed or proposed to be followed by a carrier of the other Party, finds that these rates or practices are or will be uneconomical, unjust, unreasonable, or unjustly discriminatory, or unduly preferential or unduly prejudicial, it may so notify the other Party and thereafter the Parties shall endeavor to reach agreement on resolution of the complaint.

(D) In the event that agreement is reached pursuant to paragraph (C), each Party will exercise its best efforts to insure its implementation.

(E) In the event that the complaint is not resolved pursuant to paragraphs (C) and (D), each Party may take whatever steps it considers necessary to prevent the inauguration or continuation of the objectionable rates or practices provided, however, that the Party taking such action shall not require the rate charged by the carrier of the other Party to be higher than the rate charged by its own carriers for comparable service.

ARTICLE 12

(A) Each Party shall exempt the carriers of the other Party engaged in international air service to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees, and other national duties and charges

on fuel, lubricants, consumable technical supplies, spare parts including engines, regular equipment, ground equipment, stores, and other items intended for use solely in connection with the operation, maintenance, or servicing of aircraft of the carriers of the other Party The exemptions granted by this paragraph shall apply to items:

1. Introduced into the territory of one Party by or on behalf of the carriers of the other Party;
2. Retained on board aircraft of the carriers of one Party during arrival and departure from the territory of the other Party;
3. Taken on board aircraft of the carriers of one Party in the territory of the other Party intended solely for use in international air service regardless of whether used or consumed therein.

(B) The exemptions provided by this Article shall also be available in situations where a carrier or carriers of one Party have entered into arrangements with another airline or airlines (including carriers) for the loan or transfer in the territory of the other Party of the items specified in paragraph (A), provided that the other airline or airlines similarly enjoy such exemptions from the other Party

ARTICLE 13

Each Party may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its

control, provided that such charges shall not be higher than the charges imposed for the use of such airports and facilities by its national aircraft engaged in similar international services.

ARTICLE 14

Neither Party shall discriminate against a carrier or among carriers of the other Party conducting the business or providing the services covered by this Agreement.

ARTICLE 15

(A) Consultations concerning the interpretation, application or amendment of the text of this Agreement shall be held between the Parties upon request. Consultations in regard to the interpretation, application or amendment of the Annexes to this Agreement shall be held upon request between the aeronautical or other appropriate authorities of the respective Parties. The consultations referred to in this Article shall begin within sixty (60) days from the date the other Party (authority) receives the request.

(B) Any amendment to the provisions of the text of this Agreement will enter into force provisionally on the date it is signed and definitively on the date of an exchange of diplomatic notes indicating that the amendment has been approved by the respective

Parties in accordance with their constitutional requirements. Any amendment to the Annexes will enter into force on the date such amendment is confirmed by an exchange of diplomatic notes.

ARTICLE 16

(A) Any dispute with respect to matters covered by this Agreement not satisfactorily resolved through consultation shall, upon request of either Party, be submitted to arbitration in accordance with the procedures set forth herein.

(B) Arbitration shall be by a tribunal of three arbitrators constituted as follows:

1. One arbitrator shall be named by each Party within sixty (60) days of the date of delivery by either Party to the other of a formal request for arbitration. Within a period of ninety (90) days after the date of delivery the two arbitrators so designated shall by agreement designate a third arbitrator, who shall not be a national of either Party
2. If either Party fails to name an arbitrator, or if the third arbitrator is not agreed upon in accordance with paragraph 1, either Party may request the President of the Council of the International Civil Aviation Organization to designate the necessary arbitrator or arbitrators.

(C) Each Party shall use its best efforts consistent with its national law to put into effect any decision or award of the arbitral tribunal.

(D) Each Party shall pay the fees and expenses of the arbitrator it has nominated or which was designated by it pursuant to this Article. The fees and expenses of the third arbitrator and the arbitral tribunal shall be shared equally by the Parties.

ARTICLE 17

Either Party may at any time notify the other Party of its intention to terminate the present Agreement. This Agreement shall terminate one year after the date of the delivery in writing of such notice of termination to the other Party, unless both agree to its withdrawal before the end of that period.

ARTICLE 18

The provisions of this Agreement will enter into force provisionally on the date this Agreement is signed. This Agreement will enter into force definitively on the date of exchange of diplomatic notes indicating that this Agreement has been approved by the respective Parties in accordance with their constitutional requirements. [1]

[1] April 16, 1974.

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

Done in duplicate at Belgrade in the English and Serbo-Croatian languages, both texts being equally authentic, this twenty-seventh day of September, 1973.

For the Government of the United States of America [1]

For the Government of the Socialist Federal Republic of Yugoslavia [2]

[1] Malcolm Toon
[2] M. Djokanovic

ANNEX A

SPECIFIED RIGHTS

I. United States of America

A carrier or carriers of the United States of America, when providing the services permitted in Annex B to this Agreement for the movement of nonscheduled air services traffic between a point or points in the territory of one Party and a point or points in the territory of the other Party, nonstop or via points in intermediate countries, as well as to or from points beyond or behind the territory of either Party (including transportation by other modes with respect to beyond or behind segments, or intermediate segments on either an outgoing or return leg of a roundtrip journey, but not both) shall be entitled, in the territory of Yugoslavia and subject to the conditions specified below, to:

A. Enplane (and to subsequently deplane on return trips) nonscheduled air services traffic at the following points:

1. Enplanement Points:

   Any point or points in Yugoslavia.

2. Deplanement Points:

   Any point or points in Yugoslavia, for return of traffic enplaned under 1 above.

3. Conditions:

(a) A traffic stop shall not be required in the territory of the United States of America.

(b) If the Government of Yugoslavia has reason to believe that a pattern of operations has developed inconsistent with its regulations referred to in Annex B, it may call for consultations with the Government of the United States of America and following such consultations, if the Government of Yugoslavia is not satisfied that operations of the United States carrier or carriers are consistent with such regulations, the Government of Yugoslavia may require advance filings of applications to conduct the flights described in 1 and 2 above and may refuse approval of any proposed flights which appear to be inconsistent with such regulations.

B. Deplane and re-enplane at the following points nonscheduled air service traffic enplaned in the United States of America:

1. Deplanement/Re-enplanement Points:

Any point or points in Yugoslavia.

C. Deplane and re-enplane at the following points nonscheduled air services traffic enplaned at a point or points not in the territory of the United States of America, or the territory of Yugoslavia:

1. Deplanement/Re-enplanement Points:

Any point or points in Yugoslavia.

2. Conditions:

A traffic stop shall not be required in the territory of the United States of America.

II. Yugoslavia

A carrier or carriers of Yugoslavia, when providing the services permitted in Annex B to this Agreement for the movement of nonscheduled air services traffic between a point or points in the territory of one Party and a point or points in the territory of the other Party, nonstop or via points in intermediate countries, as well as to or from points beyond or behind the territory of either Party (including transportation by other modes with respect to beyond or behind segments, or intermediate segments on either an outgoing or return leg of a round-trip journey, but not both) shall be entitled, in the territory of the United States of America, and subject to the conditions specified below, to:

A. Enplane (and to subsequently deplane on return trips) nonscheduled air services traffic at the following points:

1. Enplanement Points:

Any point or points in the United States of America.

2. Deplanement Points:

Any point or points in the United States of America, for return of traffic enplaned under 1 above.

3. Conditions:

(a) No traffic shall be enplaned for deplanement and/or

re-enplanement at a point or points not in the United States of America or Yugoslavia.

(b) Such carrier(s) shall have the right to enplane under subparagraph 1 above, during any four consecutive quarter years, nonscheduled air service traffic on a number of flights which does not exceed by more than one-third (but in no event by more than 15) the number of flights for deplanements pursuant to II (B) and II (C) of this Annex during the same period. For the purpose of this provision, any flight, either one-way or round-trip (including circle tour and openjaw as roundtrip) shall be counted as one flight; and enplanements pursuant to any one subsection (A, B, or C) of II shall not be subsequently considered enplanements under any other subsection of II, even if a separate contract is entered into for any leg of the movement, nor shall enplanements under subsection A of II be combined with enplanements under subsections B or C of II on the same aircraft at the same time. Any inadvertent excess in flights operated under subparagraph 1 above which might occur shall be corrected by contracting for sufficient flights for deplanements pursuant to II (B) and II (C), and/or reducing contracting pursuant to II (A), in the first or first and second quarter years immediately following

the period of excess so as to achieve conformity in the expanded five or six quarter year period. Quarter years are those beginning on January 1, April 1, July 1, and October 1.

(c) In consideration of the limited present ability of Yugoslav citizens to travel to the United States, paragraph (b) shall not apply to flights exclusively for enplanements at Detroit.

(d) In consideration of the fact that there is no Yugoslav airline providing scheduled air service to the United States, paragraph (b) shall not apply to flights exclusively for enplanements at Los Angeles, provided that this exclusion shall continue only so long as

(i) a Yugoslav airline does not operate a scheduled air service to the United States of America; and

(ii) a United States airline operates a scheduled air service between the United States of America and Yugoslavia.

(e) If traffic is enplaned on the same flight exclusively at points excluded from the limitation in paragraph (b) above, then that flight is also excluded from the limitation in paragraph (b) above.

(f) If the Government of the United States of America has reason to believe that a pattern of operations has

developed inconsistent with its regulations referred to in Annex B, it may call for consultations with the Government of Yugoslavia and following such consultations, if the Government of the United States of America is not satisfied that operations of the Yugoslav carrier or carriers are consistent with such regulations, the Government of the United States of America may require advance filings of applications to conduct the flights described in 1 and 2 above and may refuse approval of any proposed flights which appear to be inconsistent with such regulations.

B. Deplane and re-enplane at the following points nonscheduled air services traffic enplaned in Yugoslavia.

1. Deplanement/Re-enplanement Points.

Any point or points in the United States of America.

C. Deplane and re-enplane at the following points nonscheduled air services traffic enplaned at a point or points not in the territory of Yugoslavia or the territory of the United States of America:

1. Deplanement/Re-enplanement Points:

Any point or points in the United States of America.

2. Conditions:

If the Government of the United States of America should waive the right to require a traffic stop in the territory

of Yugoslavia on particular flights, any such operation will be considered to be a service under this Agreement, particularly for the purposes of II.A.3.(b) of this Annex.

III. Effectiveness of Annex A

Annex A shall enter into effect on the date the Agreement is signed and it shall terminate if the Agreement is terminated but in any case Annex A shall terminate on December 31, 1976 unless it is renewed (with or without revision) by the Parties to the Agreement.

ANNEX B

PRESCRIBED SERVICES

I. Definitions

For the purpose of this Agreement:

A. "Nonscheduled air service" shall be limited to "charter air service" permitted hereunder

B. "Traffic" shall mean passengers, including their accompanied baggage, but shall not include passengers moved under contract to the military authorities of either Party

C. "Stopover" shall mean a lapse of at least 36 hours between any deplanement and the next re-enplanement by a carrier of "nonscheduled air service traffic", whether the re-enplanement shall be pursuant to the same or separate group movement contracts.

D. "Charter air service" shall mean commercial air transportation of traffic on a time, mileage, or trip basis by a carrier or carriers, where the entire planeload capacity of one or more aircraft has been engaged, or, under conditions specified below, where less than the entire planeload capacity of one or more aircraft has been engaged for operations under the particular subsections of Annex A indicated below.

II. Prescribed Service Types

43-377 O - 75 - 44

The following types of charter air services may be performed on operations conducted pursuant to the subsections of Annex A indicated for each type:

TYPES	APPLICABLE SUBSECTIONS OF ANNEX A
A. (As set forth in U.S. CAB Regulations)	
Single Entity Charters	
Pro Rata Affinity Charters */	
Mixed (Entity/Pro Rata)	
Inclusive Tour Charters	I - A, B, C
Study Group Charters	II - A, B, C
Overseas Military Personnel Charters	
Travel Group Charters **/	
Split Charters of the same type or any combination of types specified above	
B. (As set forth in Yugoslav Regulations)	

*/ A Notice of Proposed Rule Making to consider suspension of this type during the pendency of the Travel Group Charter experiment has been issued. [Footnote in the original.]

**/ This type is under litigation in the United States and subject, therefore, to termination or abandonment [Footnote in the original.]

Common Purpose Charters	)	I - A, C
Advance Booking Charters	)	
Inclusive Tour Charters	)	II - B, C

III. Conditions

A. With regard to any enplanement of traffic outside the territory of either Party, if the Party in whose territory deplanement and/or re-enplanement occurs accepts the rules (governing the charter-worthiness of the movement) under which the enplanement was performed, such traffic may be deplaned and/or re-enplaned in the territories of the Parties pursuant to such rules.

B. The performance of any otherwise authorized charter air service by a carrier as an aircraft lessee shall be considered as an operation under this Agreement subject to reasonable conditions which either Party may establish governing "dry" or "wet" leases; however, operations conducted by a carrier as a lessor of an aircraft shall not be deemed to be within the scope of this Agreement insofar as the lessor is concerned.

IV Interpretations

A. Article 7, as it applies to "the rules of the Party in whose territory the enplanement occurs", shall not be interpreted to preclude the promulgation or operation of rules by either or both Parties of an information gathering or administrative nature such as, e.g., those concerning tariffs, manifests, supplementary information, traffic data, etc., or those of a

licensing procedure nature. The country of origin aspect of this understanding applies to rules which define, delineate, and specify a particular combination of elements which collectively comprise a particular type of authorized nonscheduled air service.

B. In view of: (1) the absence in Section II of Annex A of the right of a carrier or carriers of Yugoslavia to deplane and/or re-enplane nonscheduled air services traffic, enplaned in the territory of the United States of America, at any point or points outside the territory of the United States of America or the territory of Yugoslavia; (2) the desire of some of such traffic to move as an inclusive tour charter, travel group charter, or study group charter group or groups to and from points beyond Yugoslavia as well, (3) the practical necessity (in many tour routings) that such movements be performed by a carrier of Yugoslavia on its scheduled air services; and (4) the definition herein of "stopover"; the definition of "stopover" shall be construed to allow the separate contracting by the same carrier for movement of such tour-type traffic as a group or as groups on its scheduled air services between a point or points in Yugoslavia and a point or points beyond Yugoslavia, provided that at least 96 hours in total are spent by the group or groups in Yugoslavia before, or after, or before and after such movements to and/or from the

point or points beyond Yugoslavia.

C. This Agreement in no way precludes prior, subsequent, or intervening independent (i.e., other than under contract for group movement by any carrier) movement of the traffic to and/or from territories other than those of the United States of America and Yugoslavia, by any mode of transportation.

V Amendments

A. Either Party may submit to the other Party in writing proposed amendments to this Annex. Such amendments shall normally be accompanied by explanatory statements. The receiving Party shall either accept the amendments within sixty days of receipt by written acknowledgement and they shall be incorporated into the Agreement in accordance with Article 15 of the Agreement, or it shall indicate a willingness to consult promptly with the proposing Party

B. Regulatory actions which establish a new type charter or non-scheduled air service, or alter the basic character of an established type, must be incorporated into the Agreement in order to be applicable to operations under the Agreement. However, a particular type may be abandoned or suspended unilaterally without amendment of this Annex.

PROTOCOL

The Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia,

Each having authorized certain operations by airlines of the other Government between their respective territories,

Recognizing their mutual interest in the expansion of airline operations between their respective territories,

Anticipating that intergovernmental arrangements will be concluded toward this end, and

Desiring to establish a common environment for the airlines of each country to conduct their commercial activities in the territory of the other Government,

Have agreed as follows:

ARTICLE 1

Airlines authorized by both Governments to operate nonscheduled air services to and from the territory of the other Government shall have the following rights in the territory of that other Government:

A. To establish and maintain representatives for management, promotional, informational, and operational activities.

B. To engage in the sale of air transportation directly and, in the discretion of the airline, through its agents. Such airlines shall have the right to sell such transportation, and any person shall

be free to purchase such transportation, in local currency or in freely convertible currencies of other countries.

C. To realize the benefits of such sales of air transportation which are in excess of sums locally disbursed, in accordance with specific arrangements to be concluded between the airlines involved.

ARTICLE 2

This Protocol shall be amended on the date of the provisional entry into force of any Air Transport Agreement, relating to scheduled air services, to have the provisions of Article 1 apply in respect to such services. Pending such amendment, each Party shall use its best efforts to allow the scheduled air services of the other Party the maximum possible freedom to enjoy the rights covered by Article 1 above.

ARTICLE 3

This Protocol will enter into force provisionally on the day it is signed and definitively on the date of an exchange of diplomatic notes indicating that the Protocol has been approved by the respective Parties in accordance with their constitutional requirements, and remain in force as long as operations are being conducted by an airline or airlines of either Government between their respective territories.

For the Government of the United States of America:

For the Government of the Socialist Federal Republic of Yugoslavia:

September 27, 1973

SPORAZUM O VANREDNOM VAZDUŠNOM SAOBRAĆAJU
IZMEDJU VLADE SJEDINJENIH AMERIČKIH DRŽAVA I
VLADE SOCIJALISTIČKE FEDERATIVNE REPUBLIKE JUGOSLAVIJE

Predgovor	Izjava Strana
Član 1	Definicije
Član 2	Odobravanje prava
Član 3	Otvaranje saobraćaja
Član 4	Uslovi i ograničenja
Član 5	Dolazak i odlazak
Član 6	Standardi bezbednosti
Član 7	Zakoni i propisi
Član 8	Direkcioni balans
Član 9	Zabrana smetnji znatnijeg obima
Član 10	Prigovori
Član 11	Tarife
Član 12	Carina i dažbine
Član 13	Aerodromske takse i naknade
Član 14	Jednakost uslova
Član 15	Konsultacije
Član 16	Sporovi
Član 17	Otkazivanje Sporazuma
Član 18	Stupanje Sporazuma na snagu

PREDGOVOR

Vlada Sjedinjenih Američkih Država i Vlada Socijalističke Federativne Republike Jugoslavije,

Budući da su članice Konvencije o medjunarodnom civilnom vazduhoplovstvu koja je otvorena za potpisivanje 7 decembra 1944 godine u Čikagu,

Želeći da sklope Sporazum koji bi regulisao mogućnost vanrednog vazdušnog saobraćaja za njihove gradjane izmedju njihovih odnosnih teritorija u cilju unapredjenja kulturne razmene, turizma i trgovine,

Shvatajući javni interes za sistem medjunarodnog prevoza koji obuhvata sve vrste vazdušnog saobraćaja,

Želeći, stoga, da obezbede pravilan razvoj takvog vanrednog vazdušnog saobraćaja i shodno svojim interesima u pogledu održavanja postojanog sistema redovnog vazdušnog saobraćaja izmedju njihovih odnosnih teritorija,

Složile su se u sledećem:

Član 1

U smislu ovog Sporazuma:

(1) "Sporazum" će značiti ovaj Sporazum, Priloge uz Sporazum i sve izmene koje idu uz njega.

(2) "Vazduhoplovne vlasti" znači će za Sjedinjene Američke Države, Federal Aviation Administration (Savezna vazduhoplovna uprava) u pogledu tehničke dozvole, standarda sigurnosti i bezbednosti i zahteva iz člana 3 i 6(B), inače značiće Upravu civilnog vazduhoplovstva, a za Socijalističku Federativnu Republiku Jugoslaviju, Savezna uprava za civilnu vazdušnu plovidbu, ili u oba slučaja svako lice ili agenciju koja je ovlašćena da obavlja funkcije koje sada obavljaju ovi organi.

(3) "Prevozilac" ili "prevozioci" značiće vazdušnog prevozioca ili prevozioce koje je odredila jedna Strana i pismeno obavestila drugu Stranu da će to biti prevozilac koji će da obavlja vanredni vazdušni saobraćaj prema ovom Sporazumu.

(4) "Teritorija" u odnosu na Sjedinjene Američke Države značiće kopnene površine pod suverenitetom, jurisdikcijom ili starateljstvom te države kao i teritorijalne vode. "Teritorija" u odnosu na Socijalističku Federativnu Republiku Jugoslaviju značiće kopnene površine i teritorijalne vode pod njenim suverenitetom.

(5) "Saobraćaj" će značiti takav saobraćaj koji je posebno odredjen Prilozima.

(6) "Vanredni saobraćaj" značiće takav saobraćaj koji je posebno odredjen u Prilozima.

(7) "Ulazak u avion" znači prvo ukrcavanje putnika u vanrednom vazdušnom saobraćaju u vazduhoplov ma kog prevozioca.

(8) "Izlazak iz aviona" znači napuštanje vazduhoplova prevozioca u vanrednom vazdušnom saobraćaju, ali neće obuhvatati zaustavljanje u tehničke svrhe.

(9) "Ponovni ulazak u avion" znači ukrcavanje u vazduhoplov prevozioca putnika u vanrednom vazdušnom saobraćaju koji su ušli i izašli iz aviona.

Član 2

(A) Svaka Strana daje drugoj Strani prava odredjena Prilozima za prevozioce druge Strane da putnici u vanrednom vazdušnom saobraćaju koji su na linijama vanrednog vazdušnog saobraćaja mogu da se ukrcaju, iskrcaju i ponovo ukrcaju u vazduhoplov.

(B) Ni jedna od ovih odredaba nema nameru da ograniči saobraćaj koji nije obuhvaćen ovim Sporazumom.

Član 3

(A) Saobraćaj koji je odobren ovim Sporazumom može da počne da obavlja prevozilac ili prevozioci jedne Strane u bilo koje vreme, pošto ta Strana odredi prevozioca ili prevozioce za vazdušni saobraćaj ili za poseban saobraćaj prema ovom Sporazumu, a vazduhoplovne vlasti druge Strane izdaju odgovarajuće operativno i tehničko odobrenje Ta druga Strana će, shodno članovima 4 i 6 da izda ovo odobrenje u što kraćem roku, pod uslovom da od prevozioca može da zahteva da nadležnim vazduhoplovnim vlastima te Strane dokaže da je kvalifikovan za obavljanje saobraćaja prema zakonu i propisima koje obično primenjuju te vlasti, pre nego što mu se dopusti da obavlja saobraćaj predvidjen ovim Sporazumom.

(B) Shodno dobijanju prvobitnog operativnog odobrenja prema paragrafu (A) ovoga člana, ni jedna Strana neće zahtevati dopunske operativne dozvole za obavljanje pojedinačnih vanrednih letova prevozioca koji je kvalifikovan kao takav, osim ako u Prilozima nije drugačije ugovoreno.

Član 4

(A) Svaka Strana ima pravo da uskrati, obustavi ili povuče dozvolu spomenutu u članu 3 ovog Sporazuma, u pogledu prevozioca druge Strane, ili da postavi uslove za ovu dozvolu:

1. ako se taj prevozilac ne pridržava zakona i propisa koje obično primenjuju vazduhoplovne vlasti te Strane;

2. ako se prevozilac ne pridržava zakona i propisa iznetih u članu 5 ovog Sporazuma; ili

3. ako ta Strana nije zadovoljna što stvarno vlasništvo i stvarna kontrola tog prevozioca pripadaju državljanima druge Strane.

(B) Osim ako nije neophodan neposredan postupak da bi se sprečilo kršenje zakona i propisa iznetih u članu 5 ovog Sporazuma, pravo da se obustavi ili povuče takvo odobrenje može da se ostvari samo posle konsultacija sa drugom Stranom.

Član 5

(A) Zakoni i propisi jedne Strane koji se odnose na ulazak i izlazak sa njene teritorije vazduhoplova koji obavljaju medjunarodni vazdušni saobraćaj, ili koji se odnose na obavljanje saobraćaja tih vazduhoplova dok su na njenoj teritoriji, primenjivaće se na vazduhoplove prevozioca druge Strane i ti vazduhoplovi će se pridržavati istih pri ulasku ili izlasku sa, i dok su na teritoriji prve Strane.

(B) Zakoni i propisi jedne Strane koji se odnose na ulazak ili izlazak sa njene teritorije putnika, prtljaga ili posade vazduhoplova, kao što su propisi koji se odnose na ulazak, pasošku i carinsku kontrolu i karantin primenjivaće se u njihovo ime ili neposredno na ove putnike, prtljag ili članove posade prevozioca ili prevozilaca druge Strane po dolasku na, ili pri odlasku sa i dok su na teritoriji prve Strane.

Član 6

(A) Uverenja o plovidbenosti, uverenja o sposobnosti i dozvole koje je izdala ili smatra važećim, jedna Strana, a još su na snazi, priznaće za važeće i druga Strana u cilju obavljanja saobraćaja prema ovom Sporazumu, pod uslovom da su zahtevi prema kojima su ova uverenja ili dozvole izdate ili su još na snazi, jednaki ili su iznad minimalnih standarda koji mogu da se uvedu shodno Konvenciji o medjunarodnom civilnom vazduhoplovstvu. Medjutim, svaka Strana ima pravo da odbije

da prizna, u pogledu letova iznad svoje teritorije, uverenja o sposobnosti i dozvole koje je njenim državljanima izdala druga Strana.

(B) Nadležne vazduhoplovne vlasti svake Strane mogu da zahtevaju konsultacije u pogledu standarda sigurnosti i bezbednosti i zahteva koji se odnose na uredjaje za navigaciju, saobraćaj, letače i vazduhoplove koje održava i uvodi druga Strana. Ukoliko posle ovih konsultacija, nadležne vazduhoplovne vlasti ma koje Strane smatraju da druga Strana ne održava efikasno i ne uvodi standarde sigurnosti i bezbednosti i zahteve u ovim oblastima, koji su jednaki ili su iznad minimalnih standarda koji mogu da se uvedu shodno Konvenciji o medjunarodnom civilnom vazduhoplovstvu, ona će da obavesti drugu Stranu o tim nalazima i o merama koje se smatraju potrebnim da bi se standardi sigurnosti i bezbednosti i zahtevi druge Strane doveli na standarde koji su u krajnjem slučaju jednaki minimalnim standardima koji mogu da se uvedu shodno pomenutoj Konvenciji, a druga Strana će preduzeti odgovarajuće mere da se postupak ispravi. Svaka Strana zadržava pravo da uskrati ili povuče tehničko odobrenje spomenuto u članu 3 ovog Sporazuma, u pogledu prevozioca druge Strane, ili da postavi uslove uz odobrenje u slučaju da druga Strana ne preduzme odgovarajuće mere u razumnom roku. Nadležne vazduhoplovne vlasti svake Strane odmah će na zahtev, staviti drugoj Strani na raspoloženje primerke odgovarajucih standarda i zahteva koji se odnose na odredbe ovog paragrafa.

Član 7

Svaka Strana će imati pravo da objavi i primeni zakone i propise koji odredjuju vanredan vazdušni saobraćaj odobren ovim Sporazumom a koji se odnosi na obavljanje takvog saobraćaja. Takvi zakoni i propisi primenjivaće se shodno ovom Sporazumu i bez

diskriminacije prema, ili medju, prevoziocima druge Strane. Ako su obe Strane objavile propise koji se razlikuju, a odnose se na isti tip posebnog saobraćaja, primenjivaće se propisi one Strane na čijoj se teritoriji vrši ukrcavanje ukoliko nije drugačije dogovoreno. Ukrcavanje izvan teritorije jedne od ovih Strana regulisaće se kako je utvrdjeno Prilozima.

Član 8

Obim putnika u vanrednom vazdušnom saobraćaju izmedju teritorija dveju Strana prevezenih od strane prevozioca jedne Strane ukrcanih na teritoriji druge Strane biće u razumnom odnosu prema obimu putnika ukrcanih izvan teritorije druge Strane i iskrcanih na teritoriji druge Strane, uzimajući u obzir komercijalnu prirodu odnosnih tržišta.

Član 9

(A) Putnici u vanrednom vazdušnom saobraćaju izmedju teritorija dve Strane koje prevezu prevozioci jedne Strane ovog Sporazuma, neće znatno ometati redovan vazdušni saobraćaj koji obavljaju preduzeća za redovan saobraćaj druge Strane ili vanredan saobraćaj prevozioca druge Strane.

(B) Ni jedna Strana neće jednostrano da ograniči obim putnika koje će da prevezu prevozioci druge Strane prema pravima i uslovima odredjenim u ovom Sporazumu.

Član 10

Ako se posle izvesnog vremena uoči da zakoni ili propisi ma koje Strane, ili obavljanje saobraćaja prevozioca ili prevozilaca jedne

Strane, na osnovu ovog Sporazuma, učini drugoj Strani da dolazi do znatnog ometanja redovnog ili vanrednog vazdušnog saobraćaja preduzeća za redovni saobraćaj ili prevozioca druge Strane, tada ta druga Strana može da zahteva konsultacije u skladu sa članom 15.

Član 11

(A) Tarife svakog prevozioca biće prihvatljive, uzimajući u obzir sve odgovarajuće faktore koji se odnose na ekonomske karakteristike propisanog vanrednog vazdušnog saobraćaja. Te tarife podležu odobrenju vazduhoplovnih vlasti Strana ugovornica, koje će da postupaju u skladu sa svojim obavezama prema ovom Sporazumu, u granicama svoje zakonske nadležnosti.

(B) Svaku tarifu koju predloži prevozilac jedne ili druge Strane ugovornice, za prevoz na ili sa teritorije druge Strane ugovornice ako se zahteva, taj prevozilac će da dostavi vazduhoplovnim vlastima druge Strane ugovornice najmanje trideset (30) dana pre predloženog datuma za uvodjenje, osim ukoliko Strana ugovornica kojoj se vrši dostavljanje ne odobri kraći rok. Vazduhoplovne vlasti svake Strane ugovornice uložiće sve svoje napore da obezbede da su tarife koje su zaračunate i naplaćene u skladu sa tarifama koje su dostavljene jednoj ili drugoj Strani ugovornici i da ni jedan prevozilac ne odbije nikakav deo ovih tarifa ni na koji način, direktno ili indirektno, uključujući plaćanje previsokih provizija agentima za prodaju.

(C) Ako jedna Strana po pregledanju uvedenih tarifa ili predloženih da se uvedu i prakse koju sledi ili koja je predložena da je sledi prevozilac druge Strane, smatra da su ove tarife ili praksa ne ekonomične, nepravedne, neprihvatljive ili neopravdano diskriminatorske ili nesrazmerno povoljne ili nesrazmerno škodljive, ili da će biti takve,

ona može o tome da obavesti drugu Stranu a zatim će obe Strane nastojati da po ovom prigovoru nadju sporazumno rešenje.

(D) U slučaju da dodje do sporazuma shodno paragrafu (C) svaka Strana će uložiti sve svoje napore da obezbedi njegovu primenu.

(E) U slučaju da se prigovor ne reši prema paragrafima (C) i (D), svaka Strana može da preduzme ma koje mere koje smatra potrebnim da bi sprečila uvodjenje ili dalju primenu spornih tarifa ili prakse s tim da Strana koja preduzima te mere neće zahtevati da tarife prevozioca druge Strane budu veće od tarifa njenih prevozioca za uporediv saobraćaj.

Član 12

(A) Svaka Strana će, što je moguće više, prema svojim domaćim propisima, izuzeti prevozioce druge Strane koji obavljaju medjunarodni vazdušni saobraćaj, od uvoznih ograničenja, carinskih dažbina, troškova pregleda i ostalih domaćih dažbina i naknada za gorivo i mazivo, potrošni tehnički materijal, rezervne delove, uključujući motore, redovnu opremu, zemaljsku opremu, namirnice i ostalo namenjeno samo za korišćenje u vezi obavljanja saobraćaja, održavanja ili servisiranja vazduhoplova prevozioca druge Strane. Oslobadjanje prema ovom paragrafu odnosi se na artikle:

1. unete na teritoriju jedne Strane od strane ili u ime prevozioca druge Strane ,

2. zadržane na vazduhoplovu prevozilaca jedne Strane pri dolasku ili odlasku sa teritorije druge Strane ,

3. uzete na vazduhoplov prevozilaca jedne Strane na teritoriji druge Strane, a namenjene isključivo za korišćenje u medjunarodnom vazdušnom saobraćaju, bez obzira da li se iskoriste ili potroše pri istom.

(B) Oslobadjanja prema ovom članu takodje će postojati i u slučajevima kada prevozilac ili prevozioci jedne Strane sklope aranžmane sa drugim preduzećem ili preduzećima za vazdušni saobraćaj (uključujući prevozioce) za pozajmljivanje ili transfer na teritoriji druge Strane, onih artikala koji su specificirani u paragrafu (A), pod uslovom da drugo ili druga preduzeća za vazdušni saobraćaj uživaju isto oslobodjenje od druge Strane.

Član 13

Svaka Strana može da nametne ili da dopusti da joj se nametnu pravične i razumne naknade za korišćenje javnih vazduhoplovnih pristaništa i ostalih uredjaja koji su pod njenom kontrolom, pod uslovom da te naknade ne budu veće od naknada za korišćenje takvih vazduhoplovnih pristaništa i uredjaja koje ubira od domaćih vazduhoplova koji obavljaju sličan medjunarodni vazdušni saobraćaj.

Član 14

Ni jedna Strana neće praviti razliku izmedju prevozioca ili prevozilaca druge Strane koji posluju ili obavljaju saobraćaj prema ovom Sporazumu.

Član 15

(A) Konsultacije u vezi tumačenja, primene ili izmene teksta ovog Sporazuma, održaće se na zahtev izmedju Strana ugovornica. Konsultacije u vezi tumačenja, primene ili izmene Priloga ovog Sporazuma održaće se na zahtev izmedju vazduhoplovnih i drugih odgovarajućih vlasti odnosnih Strana. Ove konsultacije počeće u roku od 60 (šezdeset) dana od dana kada druga Strana (vlast) primi zahtev.

43-377 O - 75 - 45

(B) Svaka izmena odredaba teksta ovog Sporazuma privremeno će stupiti na snagu datumom njegovog potpisivanja, a definitivno na dan razmene diplomatskih nota koje će pokazati da je izmena odobrena od odgovarajućih Strana u skladu sa njihovim ustavnim odredbama. Svaka izmena Priloga stupiće na snagu na dan kada se ta izmena potvrdi razmenom diplomatskih nota.

Član 16

(A) Svaki nesporazum u pogledu pitanja obuhvaćenih ovim Sporazumom, koji nije rešen na zadovoljavajući način putem konsultacija, biće na zahtev ma koje Strane dostavljen arbitraži u skladu sa sledećim postupcima.

(B) Arbitražu predstavlja sud od tri arbitra na sledeći način:

1. Po jednog arbitra imenuje svaka Strana u roku od šezdeset (60) dana od datuma kada ma koja Strana uruči drugoj Strani zvaničan zahtev za arbitražu. U periodu od devedeset (90) dana od datuma uručivanja zahteva, tako odredjena dva arbitra, sporazumno odredjuju trećeg arbitra koji nema nacionalnost ni jedne Strane.

2. Ukoliko ma koja Strana ne naimenuje arbitra, ili ako se o trećem arbitru ne dogovore u skladu sa paragrafom (1), svaka Strana može da zahteva od Predsednika Saveta Medjunarodne organizacije civilnog vazduhoplovstva da odredi potrebnog arbitra ili arbitre.

(C) Svaka Strana će da ulaže sve svoje napore, u skladu sa svojim domaćim propisima, da stavi na snagu svaku odluku ili presudu arbitražnog suda.

(D) Svaka Strana će da plati honorar i troškove arbitru koga je naimenovala ili koji je bio za nju odredjen, shodno ovom članu. Honorar i troškove trećeg arbitra i arbitražnog suda snose podjednako obe Strane.

Član 17

Svaka Strana može u svako doba da obavesti drugu Stranu o svojoj nameri da otkaže ovaj Sporazum. Ovaj Sporazum prestaće da važi godinu dana od datuma uručivanja pismenog obaveštenja o otkazivanju drugoj Strani, osim ako se obe ne slože da se obaveštenje o otkazivanju ne povuče pre isteka tog perioda.

Član 18

Odredbe ovog Sporazuma privremeno će da stupe na snagu na dan potpisivanja ovog Sporazuma. Ovaj Sporazum će definitivno da stupi na snagu na dan kada se razmene diplomatske note koje pokazuju da su odnosne Strane odobrile ovaj Sporazum u skladu sa svojim ustavnim odredbama.

U potvrdu čega su, niže potpisani, ovlašćeni od svojih odnosnih Vlada potpisali ovaj Sporazum.

Sačinjeno u dva primerka u Beogradu, na engleskom i srpskohrvatskom jeziku, od kojih su oba teksta podjednako autentična, ovog dvadeset-sedmog dana septembra 1973 godine.

Za Vladu Sjedinjenih Američkih Država

Za Vladu Socijalističke Federativne Republike Jugoslavije

PRILOG A

ODREDJENA PRAVA

I. Sjedinjene Američke Države

Prevozilac ili prevozioci Sjedinjenih Američkih Država, kod obavljanja saobraćaja prema Prilogu B ovoga Sporazuma, za prevoz putnika u vanrednom vazdušnom saobraćaju izmedju jednog ili više mesta na teritoriji jedne Strane i jednog ili više mesta na teritoriji druge Strane, bez pristajanja ili preko mesta u zemljama koje se nalaze izmedju, kao i do ili iz mesta dalje ili iza teritorije ma koje Strane, (uključujući prevoz drugim sredstvima samo u pogledu segmenata dalje ili iza, ili segmenata koji su izmedju, bilo u odlasku ili povratku kružnog putovanja, ali ne u oba), imaće pravo, na jugoslovenskoj teritoriji, a prema niže specificiranim uslovima, da:

A. Ukrca (i da zatim iskrca, kod povratnog putovanja) putnike u vanrednom vazdušnom saobraćaju u sledećim mestima:

1. Mesta ukrcavanja

Svako mesto ili mesta u Jugoslaviji.

2. Mesta iskrcavanja

Svako mesto ili mesta u Jugoslaviji za povratak putnika ukrcanih prema tački 1 gore.

3. Uslovi

(a) Komercijalno sletanje neće se zahtevati na teritoriji Sjedinjenih Američkih Država.

(b) Ako jugoslovenska vlada ima razloga da veruje da oblik saobraćaja nije u skladu sa njenim propisima

iz Priloga B, može da zahteva konsultacije sa vladom Sjedinjenih Američkih Država i ako posle tih konsultacija jugoslovenska vlada smatra da letovi jednog ili više prevozilaca Sjedinjenih Država nisu u skladu sa tim propisima, jugoslovenska vlada može da zahteva podnošenje prijava u napred da bi se obavljali letovi opisani pod 1 i 2 gore, i može da odbije da izda odobrenje za predložene letove koji nisu u skladu sa takvim propisima.

B. Iskrcavanje i ponovno ukrcavanje u sledećim mestima putnika u vanrednom vazdušnom saobraćaju koji su se ukrcali u Sjedinjenim Američkim Državama

1. Mesta iskrcavanja/ponovnog ukrcavanja

Svako mesto ili mesta u Jugoslaviji.

C. Iskrcavanje i ponovno ukrcavanje u sledećim mestima putnika u vanrednom vazdušnom saobraćaju ukrcanih u mestu ili mestima izvan teritorije Sjedinjenih Američkih Država ili Jugoslavije

1. Mesta iskrcavanja/ponovnog ukrcavanja

Svako mesto ili mesta u Jugoslaviji.

2. Uslovi

Komercijalno sletanje neće se zahtevati na teritoriji Sjedinjenih Američkih Država.

II. Jugoslavija

Prevozilac ili prevozioci Jugoslavije kod obavljanja saobraćaja prema Prilogu B ovoga Sporazuma, za prevoz putnika u vanrednom vazdušnom saobraćaju izmedju jednog ili više mesta na teritoriji jedne

Strane i jednog ili više mesta na teritoriji druge Strane, bez pristajanja ili preko mesta u zemljama koje su izmedju njih, kao i za ili iz mesta dalje ili iza teritorije i jedne i druge Strane (uključujući prevoz drugim sredstvima u pogledu segmenata dalje ili iza, ili segmenata izmedju, bilo u odlasku ili povratku kružnog putovanja, ali ne u oba), imaće pravo na teritoriji Sjedinjenih Američkih Država, a shodno niže specificiranim uslovima da:

A. Ukrca (i da zatim iskrca kod povratnog putovanja), putnike u vanrednom vazdušnom saobraćaju u sledećim mestima:

1. Mesta ukrcavanja

Svako mesto ili mesta u Sjedinjenim Američkim Državama.

2. Mesta iskrcavanja

Svako mesto ili mesta u Sjedinjenim Američkim Državama, za povratak putnika ukrcanih prema tački 1 gore.

3. Uslovi

(a) Putnici neće biti ukrcavani da bi se iskrcali i/ili ponovo ukrcali u mestu ili mestima koja nisu u Sjedinjenim Američkim Državama ili Jugoslaviji.

(b) Ti prevozioci imaće pravo da ukrcaju prema tački 1 gore, u toku svaka četiri uzastopna kvartala, putnike u vanrednom vazdušnom saobraćaju na letovima koji ne prekoračuju više od jedne trećine (ali ni u kom slučaju više od 15) broj letova za iskrcavanje u skladu sa tačkom II (B) i II (C) ovoga Priloga u istom periodu. U tu svrhu, svaki let, bilo u jednom pravcu ili

u oba (uključujući kružno putovanje i prevoz drugim sredstvima kao kružno putovanje) računaće se kao jedan let , a ukrcavanja prema ma kom pododeljku (A, B ili C) iz tačke II neće se ni u kom slučaju kasnije smatrati ukrcavanjima prema ma kom drugom pododeljku iz tačke II, čak i ako se zaključi poseban ugovor za svaki deo leta, niti će se ukrcavanja prema pododeljku A iz tačke II spajati sa ukrcavanjima prema pododeljku B ili C iz tačke II na isti vazduhoplov u isto vreme. Svako nenamerno prekoračenje letova obavljenih prema 1 gore, do koga bi moglo da dodje, biće ispravljeno ugovaranjem dovoljnog broja letova za iskrcavanje prema tački II (B) i II (C), i/ili smanjivanjem ugovaranja shodno tački II (A), u prvom ili u prvom i drugom kvartalu odmah posle perioda u kome je došlo do prekoračenja tako da bi se postigla uskladjenost u produženom prvom ili drugom kvartalu naredne godine. Godišnji kvartali su oni koji počinju 1. januara, 1. aprila, 1. jula i 1. oktobra.

(c) Razmatrajući sadašnju ograničenu sposobnost jugoslovenskih gradjana da putuju u Sjedinjene Američke Države, paragraf (b) se neće primenjivati isključivo za letove u koje se ukrcava u Detroitu.

(d) Razmatrajući činjenicu da ni jedno jugoslovensko preduzeće za vazdušni saobraćaj ne obavlja redovan vazdušni saobraćaj za Sjedinjene Države, paragraf (b) neće se primenjivati isključivo za ukrcavanja u Los Andjelosu, pod uslovom da ovo isključivanje traje samo (i) dok jugoslovensko preduzeće za vazdušni saobraćaj ne počne da obavlja redovan vazdušni saobraćaj za Sjedinjene Američke Države , (ii) dok preduzeće za vazdušni saobraćaj Sjedinjenih Država ne počne da obavlja redovan vazdušni saobraćaj izmedju Sjedinjenih Američkih Država i Jugoslavije.

(e) Ako su putnici ukrcani na isti let isključivo u mestima navedenim u paragrafu (b) gore tada je takodje taj let isključen od ograničenja iz paragrafa (b) gore.

(f) Ako vlada Sjedinjenih Američkih Država ima razloga da veruje da oblik saobraćaja nije u skladu sa njenim propisima iz Priloga B, može da zahteva konsultacije sa jugoslovenskom vladom i ako posle tih konsultacija vlada Sjedinjenih Američkih Država smatra da letovi jednog ili više jugoslovenskih prevozilaca nisu u skladu sa tim propisima, vlada Sjedinjenih Američkih Država može da zahteva podnošenje prijava u napred da bi se obavljali letovi opisani pod 1 i 2 gore, i može da odbije da izda odobrenje za predložene letove koji nisu u skladu sa takvim propisima.

B. Iskrcavanje i ponovno ukrcavanje u sledećim mestima putnika u vanrednom vazdušnom saobraćaju koji su se ukrcali u Jugoslaviji:

1. Mesta iskrcavanja/ponovnog ukrcavanja

Svako mesto ili mesta u Sjedinjenim Američkim Državama.

C. Iskrcavanje i ponovno ukrcavanje u sledećim mestima putnika u vanrednom vazdušnom saobraćaju ukrcanih u mestu ili mestima izvan teritorije Jugoslavije ili Sjedinjenih Američkih Država.

1. Mesta iskrcavanja/ponovnog ukrcavanja:

Svako mesto ili mesta u Sjedinjenim Američkim Državama.

2. Uslovi

(a) Ako bi vlada Sjedinjenih Američkih Država odustala od prava da zahteva komercijalno

sletanje na teritoriji Jugoslavije na odredjenim letovima, svaki takav saobraćaj smatraće se kao saobraćaj prema ovom Sporazumu, naročito u smislu tačke II. A. 3. (b) ovoga Priloga.

III. Stupanje na snagu Priloga A

Prilog A će stupiti na snagu sa datumom potpisivanja Sporazuma i prestaće da važi ukoliko prestane važnost Sporazuma ali u svakom slučaju Prilog A će prestati da važi 31. decembra, 1976 ukoliko ga Strane ugovornice ne obnove (sa ili bez izmena).

PRILOG B

PROPISANI SAOBRAĆAJ

I. Definicije

U smislu ovog Sporazuma

A. "Vanredan vazdušni saobraćaj" biće ograničen na "vazdušni čarter saobraćaj" dozvoljen na osnovu ovoga.

B. "Putnici" će značiti putnike uključujući njihov prtljag, ali neće uključivati putnike koji se prevoze prema ugovoru sa vojnim organima jedne ili druge Strane.

C. "Stopover" će značiti period od najmanje 36 časova izmedju svakog iskrcavanja i sledećeg ponovnog ukrcavanja putnika u "vanrednom vazdušnom saobraćaju" od strane prevozioca bilo da je ponovno ukrcavanje u skladu sa ugovorima o prevozu iste ili posebne grupe.

D. "Čarter vazdušni saobraćaj" će značiti komercijalni vazdušni prevoz putnika koje u izvesno vreme, na odredjenoj razdaljini ili putovanju preveze prevozilac ili prevozioci kada je iskorišćen potpun kapacitet jednog ili više vazduhoplova, ili prema niže specificiranim uslovima kada je iskorišćeno manje od celokupnog kapaciteta jednog ili više vazduhoplova, za saobraćaj prema odredjenim pododeljcima Priloga A koji su niže navedeni.

II. Propisane vrste saobraćaja

Sledeće vrste čarter vazdušnog saobraćaja mogu da se obavljaju shodno odredbama iz pododeljka Priloga A kao što je naznačeno za svaku vrstu:

VRSTE	PODODELJCI PRILOGA A KOJI SE PRIMENJUJU
A. (Kao što stoji u propisima američke Uprave civilnog vazduhoplovstva)	
Single Entity Charters)	
Pro Rata Affinity Charters*)	
Mešoviti (Entity/Pro Rata))	
Inclusive Tour Charters)	I - A, B, C
Čarter letovi studijskih grupa)	II - A, B, C
Čarteri za prekomorski prevoz vojnog osoblja	
Čarteri sa turističkim grupama**	
Split čarteri iste vrste ili svaka kombinacija gore specificiranih vrsta	
B. (Kao što stoji u jugoslovenskim propisima)	
Čarteri sa zajedničkim ciljem	I - A, C
Čarteri sa unapred obezbedjenom rezervacijom)	
Inclusive Tour Charters)	II - B, C

* Izdato je obaveštenje o predlogu za pripremu propisa da bi se razmotrilo povlačenje ove vrste dok se definitivno ne utvrdi pojam Travel Group Charter-a.

** U Sjedinjenim Državama ova vrsta je sporna i stoga je pod rezervom prestanka ili ukidanja.

III. Uslovi

A. U pogledu svakog ukrcavanja putnika izvan teritorije jedne ili druge Strane, ukoliko Strana na čijoj je teritoriji došlo do iskrcavanja i/ili ponovnog ukrcavanja prihvati pravila (koja se odnose na čarter karakter prevoza) prema kojima je ukrcavanje obavljeno, takvi putnici mogu biti iskrcani i/ili ponovo ukrcani od strane prevozilaca na teritorijama Strana shodno tim pravilima.

B. Obavljanje svakog drugačije odobrenog čarter vazdušnog saobraćaja od strane prevozioca kao zakupca vazduhoplova smatraće se kao saobraćaj prema ovom Sporazumu shodno razumnim uslovima koje jedna ili druga Strana može da ustanovi za zakup vazduhoplova "sa posadom" ili "bez posade" , medjutim, saobraćaj koji prevozilac obavlja kao zakupodavac vazduhoplova neće se smatrati da je u okviru ovog Sporazuma ukoliko je zakupodavac u pitanju.

IV Tumačenja

A. Član 7 pošto se odnosi na "pravila Strana na čijoj teritoriji dolazi do ukrcavanja", neće se tumačiti da isključuje obavljanje ili primenu propisa ma koje ili obe Strane za sakupljanje informacija ili administrativne poslove kao što su: tarife, manifesti, dopunska obaveštenja, podaci o putnicima, itd., ili onih koja se odnose na postupke za izdavanje dozvola. Stanovište zemlje porekla primenjuje se na pravila koja definišu, opisuju i specificiraju posebnu kombinaciju elemenata koji svi zajedno sačinjavaju odredjenu vrstu odobrenog vanrednog vazdušnog saobraćaja.

B. U pogledu tačke (1) iz Odeljka II Priloga A o nedostatku prava da jugoslovenski prevozilac ili prevozioci iskrcaju i/ili ponovo ukrcaju putnike u vanrednom vazdušnom saobraćaju koji su ukrcani na teritoriji Sjedinjenih Američkih Država u svakom mestu ili mestima izvan teritorije Sjedinjenih Država ili Jugoslavije , (2) želja nekih putnika iz takve grupe da putuju kao inclusive tour čarter, čarter sa turističkom grupom ili kao studijska čarter grupa za ili iz mesta dalje od Jugoslavije , (3) praktična potreba (u mnogim pravcima) je da prevoz obavlja jugoslovenski prevozilac na svojim redovnim linijama , i (4) definicija stopover-a , Definicija stopovera biće objašnjena tako da dopušta posebno ugovaranje od strane istog prevozioca za prevoz takve vrste putnika i prtljaga koji se smatraju kao grupa ili grupe na njegovim linijama redovnog saobraćaja izmedju jednog ili više mesta u Jugoslaviji i jednog ili više mesta dalje od Jugoslavije, s tim da grupa ili grupe provedu ukupno najmanje 96 sati pre ili posle ili pre i posle takvog prevoza za i/ili iz jednog ili više mesta dalje od Jugoslavije.

C. Ovaj Sporazum ni na koji način ne sprečava pre, u toku ili posle nezavisno putovanje (kada nije predvidjeno ugovorom a grupu prevozi bilo koji prevozilac) za i/ili iz teritorije koja nije teritorija Sjedinjenih Američkih Država i Jugoslavije, a obavlja se bilo kojim prevoznim sredstvima.

V Izmene

A. Svaka Strana može da dostavi drugoj Strani, u pismenoj formi, predložene izmene ovog Priloga. Takve izmene normalno će biti praćene objašnjenjima. Strana koja primi takav predlog ili će da prihvati izmene u roku od šezdeset dana od prijema i pismeno potvrdi tako da će biti unete u Sporazum u skladu sa članom 15 Sporazuma, ili će da izrazi spremnost da se odmah obave konsultacije sa Stranom koja je iznela predlog.

B. Regulatorni postupci koji ustanovljavaju novu vrstu čartera ili vanrednog vazdušnog saobraćaja, ili menjaju osnovni karakter ustanovljene vrste moraju da budu obuhvaćeni Sporazumom kako bi se primenjivali na saobraćaj prema Sporazumu. Medjutim, odredjena vrsta može biti neobuhvaćena ili obustavljena jednostrano bez izmene ovog Priloga.

PROTOKOL

Vlada Sjedinjenih Američkih Država
i Vlada Socijalističke Federativne Republike Jugoslavije,

Od kojih je svaka odobrila izvestan saobraćaj preduzeća za vazdušni saobraćaj druge Vlade izmedju njihovih odnosnih teritorija,

Potvrdjujući svoje medjusobne interese u proširivanju saobraćaja preduzeća za vazdušni saobraćaj izmedju njihovih odnosnih teritorija,

Predvidjajući da će medjuvladini sporazumi biti zaključeni u tom smislu i

Želeći da uspostave zajednički uslov za preduzeća za vazdušni saobraćaj svake zemlje da obavlja svoje komercijalne aktivnosti na teritoriji druge Vlade,

Složile su se u sledećem:

ČLAN 1

Preduzeća za vazdušni saobraćaj ovlašćena od strane obeju Vlada da obavljaju vanredni vazdušni saobraćaj za i sa teritorije druge Vlade imaće sledeća prava na teritoriji te druge Vlade:

A. Da uspostave i imaju predstavnike za upravljanje, unapredjenje, informativnu i operativnu delatnost.

B. Da se angažuju u prodaji avioprevoza direktno i po nahodjenju preduzeća za vazdušni saobraćaj preko svojih agenata. Takva preduzeća za vazdušni saobraćaj imaće pravo da prodaju takav prevoz i svako lice će moći slobodno da kupi taj prevoz u lokalnoj valuti ili u slobodnim konvertabilnim valutama drugih zemalja.

C. Da realizuje prihod od takve prodaje avioprevoza koji je iznad sume lokalnih izdataka, u skladu sa specifičnim sporazumima koji bi se zaključili izmedju zainteresovanih preduzeća za vazdušni saobraćaj.

ČLAN 2

Ovaj Protokol biće izmenjen na dan privremenog stupanja na snagu bilo kog Sporazuma o vazdušnom saobraćaju, koji se odnosi na redovan vazdušni saobraćaj, tako da se odredbe Člana 1 primene na takav saobraćaj. Dok je ovaj amandman na snazi, svaka Strana će uložiti sve svoje napore da omogući za redovan vazdušni saobraćaj druge Strane najveću moguću slobodu u uživanju prava koja su obuhvaćena Članom 1 gore.

ČLAN 3

Ovaj Protokol će privremeno da stupi na snagu na dan potpisivanja a definitivno na dan kada se razmene diplomatske note koje pokazuju da su odnosne Strane odobrile ovaj Protokol u skladu sa svojim ustavnim odredbama i ostaće na snazi sve dok preduzeće ili preduzeća za vazdušni saobraćaj jedne ili druge Vlade obavlja saobraćaj izmedju njihovih odnosnih teritorija.

Za Vladu Sjedinjenih Američkih Država:

Za Vladu Socijalističke Federativne Republike Jugoslavije:

27 septembar 1973

YEMEN ARAB REPUBLIC

Economic, Technical and Related Assistance

Agreement signed at Ṣana' April 20, 1974;
Entered into force April 20, 1974.
With related letter.

ECONOMIC, TECHNICAL, AND RELATED ASSISTANCE AGREEMENT

The Government of the United States of America and the Government of the Yemen Arab Republic have agreed as follows:

1. The Government of the United States of America will furnish such economic, technical, and related assistance hereunder as may be requested by representatives of the appropriate agency or agencies of the Government of the Yemen Arab Republic and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of the Yemen Arab Republic. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available in accordance with arrangements agreed upon between the above-mentioned representatives.

2. The Government of the Yemen Arab Republic will make the full contribution permitted by its manpower, resources, facilities, and general economic condition in furtherance of the purposes for which assistance is made available hereunder; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms, will, without restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records pertaining thereto; will provide the Government of the United States of America with full and complete information concerning such programs and operations and other relevant information which the Government of the United States of America may need to determine

43-377 O - 75 - 46

the nature and scope of operation and to evaluate the effectiveness of the assistance furnished or contemplated; and will give to the people of the Yemen Arab Republic full publicity concerning programs and operations hereunder. With respect to cooperative technical and economic assistance programs hereunder, the Government of the Yemen Arab Republic will provide sufficient support as to ensure the attainment of agreed program goals; will, to the maximum extent possible, seek full coordination and integration of technical and economic cooperation programs being carried on in the Yemen Arab Republic; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

3. In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of the Yemen Arab Republic from the import or sale of such commodities or services, the Government of the Yemen Arab Republic, except as may otherwise be mutually agreed upon by the representatives referred to in paragraph 1 hereof, will establish in its own name a Special Account in the Yemen Bank for Reconstruction and Development; will deposit promptly in such Special Account the amount of local currency equivalent to such proceeds; and, upon notification from time to time by the Government of the United States of America of its local currency requirements for program and operations hereunder, will make available to the Government of the United States of America, in the manner requested by that Government, out of any balances in the Special Account, such sums as are stated in such notification to be necessary for such requirements. The Government of the Yemen Arab Republic may draw upon any remaining balances in the Special Account for such purposes beneficial to the Yemen Arab Republic as may be agreed upon from time to time by the representatives referred to in paragraph 1 hereof. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of the Yemen Arab Republic shall be disposed of for such purposes as may be agreed upon by the representatives referred to in paragraph 1 hereof.

4. The Government of the United States of America and the Government of the Yemen Arab Republic agree that a special mission will be received by the Government of the Yemen Arab Republic to carry out and discharge the responsibilities of the Government of the United States of America under this agreement. The Government of the United States of America and the Government of the Yemen Arab Republic further agree that the special mission will enjoy the same inviolability of premises as is extended to the diplomatic mission of the United States of America and that the Government of the Yemen Arab Republic shall accord all United States Government employees and their families (other than citizens and permanent residents of the Yemen Arab Republic) in Yemen to perform work in connection herewith the same immunity as is accorded by the Government of the

Yemen Arab Republic to the Personnel of comparable rank and category of the Embassy of the United States of America in Yemen. These employees will be subject to the same obligations and responsibilities as apply to members of comparable rank of the Embassy of the United States of America.

5. In order to assure the maximum benefits to the people of the Yemen Arab Republic from the assistance to be furnished hereunder:

(a) Any supplies, material or equipment introduced into or acquired in the Yemen Arab Republic by the Government of the United States of America, or any contractor financed by that Government, for purposes of any program or project conducted hereunder, shall, while such supplies, material or equipment are used in connection with such a program or project, be exempt from any taxes on ownership or use of property and any other taxes in the Yemen Arab Republic, and the import, export, purchase, use, or disposition of any such supplies, materials or equipment in connection with such a program or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and other taxes or similar charges in the Yemen Arab Republic. No tax (whether in the nature of an income, profit, business, or other tax), duty, or fee of whatsoever nature shall be imposed upon any contractor financed by the Government of the United States of America hereunder.

(b) All personnel (and their families), except citizens and permanent residents of the Yemen Arab Republic, whether (i) employees of the Government of the United States of America or any agency thereof, (ii) individuals under contract with, or employees of public and private organizations under contract with, the Government of the Yemen Arab Republic or any agency thereof, or (iii) individuals under contract with or financed by, or employees of public or private organizations under contract with or financed by, the Government of the United States of America or any agency thereof who are present in the Yemen Arab Republic or perform work in connection with this Agreement shall be exempt from income and social security taxes levied under the laws of the Yemen Arab Republic with respect to income upon which they are obligated to pay income or social security taxes to any other government and from taxes on the purchase, ownership, use, or disposition of personal moveable property (including automobiles) intended for their own use. Such personnel (and their families) shall be exempt from customs, import, and export duties on all personal effects, equipment and supplies imported into the Yemen Arab Republic for their own use, and from all other duties and fees.

(c) Funds introduced into the Yemen Arab Republic by the Government of the United States of America for purposes of furnishing assistance hereunder shall be convertible into currency of the Yemen Arab Republic at the rate providing the largest number of units of

such currency per United States dollar which, at the time the conversion is made, is not unlawful in the Yemen Arab Republic.

6. The Government of the United States of America and the Government of the Yemen Arab Republic will establish procedures whereby the Government of the Yemen Arab Republic will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken hereunder by the Government of the United States of America 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 the Yemen Arab Republic is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program of assistance hereunder.

7. All or any part of any program of assistance provided hereunder may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph 1 hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

8. This agreement shall enter into force upon signature.

9. This agreement shall remain in force until thirty days after the receipt by either Government of written notification of the intention of the other to terminate it. Notwithstanding any such termination, however, the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

10. The agreement effected by exchange of notes between the parties hereto, dated August 3 and 5, October 18, and November 8, 1959, [1] is hereby terminated.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement at Sanaa, Yemen in duplicate on the 20th day of April, 1974:

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE YEMEN ARAB REPUBLIC
William R. Crawford	A. A. Iryani
William R. Crawford *American Ambassador*	Dr. Abd al-Karim al-Iryani *Minister of State for Development*

[1] TIAS 4413; 11 UST 84.

[RELATED LETTER]

EMBASSY OF THE UNITED STATES OF AMERICA

SANAA, YEMEN ARAB REPUBLIC

APRIL 20, 1974.

His Excellency
Dr. ABD AL-KARIM AL-IRYANI
Minister of State for Development
of the Yemen Arab Republic

YOUR EXCELLENCY:

With regard to the bilateral assistance agreement between the United States of America and the Yemen Arab Republic which our two governments have agreed to conclude, I would like to repeat the clarification of the term "United States Government employees" as mentioned in the agreement. This clarification was originally provided to the Permanent Undersecretary of the Foreign Ministry on March 14, 1973.

The United States Government considers this term to include persons directly hired or employed by United States Government agencies, whether on a direct-hire permanent basis or on a contractual basis. It does not include employees of organizations under contract to the Agency for International Development. Of these United States Government employees, AID direct-hire personnel would have status equal to Embassy officers "of comparable rank and category". Others would equate to Embassy personnel in the support staff category.

As you will note in the final draft we have eliminated details of the immunities involved, not to lessen them but to simplify the language of the agreement.

I would appreciate it if you would sign as indicated below to signify that these clarifications are in accordance with your understanding of these details.

Sincerely,

WILLIAM R. CRAWFORD

William R. Crawford
Ambassador

Concurrence:

Dr. Abd al-Karim al-Iryani
Minister of State for Development

REPUBLIC OF CHINA

Trade in Textiles

Agreement effected by exchange of letters
Signed at Washington April 11, 1974;
Entered into force April 11, 1974.
And letter signed at Washington April 10, 1974.

The American Chairman, Special Working Group of the Council for International Economic Policy (CIEP) on Textile Policy, to the Chinese Director General, Board of Foreign Trade, Ministry of Economic Affairs

DEPARTMENT OF STATE
WASHINGTON, D.C. 20520

APRIL 11, 1974

MR. Y. T. WONG
Director General
Board of Foreign Trade
Ministry of Economic Affairs
Taipei, Taiwan

DEAR MR. WONG:

Pursuant to our informal consultations this week in Washington, the consultation levels for the following categories for this agreement year are:

237	350,000 units.
63	336,216 pounds.
64	323,512 pounds.
240	1,955,128 pounds.

The present category 224 sublimit for this agreement year for men's knit suits and coats will be separated into two parts with men's suits having a sublimit of 200,000 pounds and men's suit-type coats having a sublimit of 600,000 pounds, a total of 800,000 pounds. For these suits, the TSUSA numbers are 380.8143 and 380.0420. For these suit-type

coats, the TSUSA numbers are 380.0402 and 380.8103. If the actual orders are larger than the above two sublimits or for category 237, it is understood that the Republic of China may ask the United States to consider readjustment of these levels.

The United States agrees that it will not count against the levels of the bilateral textile agreements between our two countries shipments valued at less than $250.00. Details implementing this procedure, including amendment of the visa system, will be worked out with your Embassy.

It is further understood that discussion on the other items proposed by the Republic of China this week will be continued during our next meeting.

If the above conforms to your understanding, I would appreciate a letter of confirmation.

With my best wishes.

Sincerely,

A J JURICH

Anthony J. Jurich
Chairman, Special Working Group of the CIEP on Textile Policy

---

The Chinese Economic Counselor to the American Chairman, Special Working Group of the CIEP on Textile Policy

EMBASSY OF THE REPUBLIC OF CHINA
OFFICE OF ECONOMIC COUNSELOR
4301 CONNECTICUT AVENUE, N.W. SUITE 420
WASHINGTON, D.C. 20008

Reference No. 630522 APRIL 11, 1974

MR. ANTHONY J. JURICH
Chairman
Special Working Group of the CIEP on Textile Policy
Washington, D.C.

DEAR MR. JURICH:

I wish to refer to your letter dated April 11, 1974 addressed to Mr. Y. T. Wong regarding the informal consultations this week between representatives of our governments on the trade of textiles between our two countries.

I have been authorized by Mr. Y. T. Wong to confirm to you the understanding of my Government of the contents of the above mentioned letter.

With best personal regards.

Sincerely yours,

T. W. Hu

T. W. Hu
Economic Counselor

DEPARTMENT OF STATE
WASHINGTON, D.C. 20520

April 10, 1974

Mr. Y. T. Wong
Director General
Board of Foreign Trade
Ministry of Economic Affairs
Taipei, Taiwan

Dear Mr. Wong:

During the course of our informal consultations in Washington this week, you stated it was the firm intention of the Republic of China to abide fully by all the provisions of the Arrangement Regarding International Trade in Textiles, concluded in Geneva on December 20, 1973,[1] notwithstanding the fact that your Government is not a participant in that Arrangement.

In the same spirit, I am pleased to state that the United States of America, in modifying and/or implementing the existing bilateral textile agreements between our two Governments or in negotiating new bilateral textile agreements with your Government, undertakes to accord to the Republic of China treatment equitable with that accorded by my Government to any other nations which have acceded to or accepted, without reservations, the above-mentioned Arrangement.

With my best wishes.

Sincerely,

A J Jurich

Anthony J. Jurich
Chairman, Special Working Group
of the CIEP on Textile Policy

---

[1] TIAS 7840; *post*, p. 1001.

PHILIPPINES

Agricultural Commodities

Agreement signed at Manila April 30, 1974;
Entered into force April 30, 1974.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of the Philippines have agreed to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III of the March 24, 1970 agreement, [1] the Convertible Local Currency Credit Annex of the April 16, 1971 agreement, [2] and the following Part II:

PART II–PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply period (United States Fiscal Year)	Approximate Maximum Quantity	Maximum Export Market Value (million)
Tobacco	1974	1,500 M.T.	$3. 6
		TOTAL	$3. 6

ITEM II. Payment Terms:

Convertible Local Currency Credit

1. Initial Payment – 5 percent
2. Currency Use Payment – 20 percent of the dollar amount of the financing provided by the government of the exporting country under this agreement is payable upon demand by the government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local

[1] TIAS 6858; 21 UST 1046.
[2] TIAS 7097; 22 UST 548.

Currency Credit Annex applicable to this agreement. No requests for payment will be made by the government of the exporting country prior to the first disbursement by the Commodity Credit Corporation under this agreement.

3. Number of Installment Payments – 16
4. Amount of Each Installment Payment – Approximately equal annual amounts.
5. Due Date of First Installment Payment – Five years from date of last delivery in any calendar year.
6. Initial Interest Rate – 2 percent.
7. Continuing Interest Rate – 3 percent.

ITEM III. Usual Marketing Tables:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement
Tobacco	1974	2,350 M.T. of which at least 2,000 M.T. shall be imported from the U.S.

ITEM IV. Export Limitations:

None.

ITEM V. Self-Help:

The Government of the Philippines continues to accord high priority to accelerate agricultural and rural development, to expand employment opportunities, and to increase income for rural dwellers, particularly in designated land reform areas. Among the principal areas to be emphasized are the following:

A. The Government of the Philippines will make every effort to insure that credit needs of small farmers, particularly those newly transformed into landowners through land reform, are satisfied on economic terms and through readily available sources and facilities. Short term as well as medium and long term credit will be provided at reasonable interest rates.

B. The Government of the Philippines will focus priority attention on the establishment of a rational and comprehensive water development policy. The policy will insure that major efforts of government agencies are fully coordinated and directed to meeting the needs of the agricultural sector to the fullest extent and in the most efficient manner possible. Within this overall context the Government of the Philippines intends to give adequate attention to irrigation needs to insure success of the new multicropping emphasis outlined in the agricultural four-year plan.

C. The Government of the Philippines will work on upgrading adaptive agricultural research capabilities and on the development of new packages of technology for food and feedgrain crops other than rice.

D. The Government of the Philippines will give increased attention to the improvement and development of production, marketing, and distribution systems for rice, feedgrains, fish, meat, and meat products.

E. The Government of the Philippines will give continuing and expanded attention and support to ongoing population programs. This effort will include provision of substantial local currency support and other assistance to, and encouragement of initiatives by, non-government organizations and Government of the Philippines agencies, and implementation of policies contained in the 1971 Philippine Population Law, as amended by Presidential Decree No. 79.

F. The Government of the Philippines will allocate an agreed percentage of the proceeds of this agreement for the implementation of a program designed to bring electrification to rural areas of the Philippines. In order to facilitate such a program, the Government of the Philippines has developed a Comprehensive National Electrification Plan which delineates the requirements and programs for the power sector including generation, transmission, and distribution projects along with the proposed financial plan for implementing this program.

G. The Government of the Philippines will continue to conduct such studies, surveys, and pilot projects as necessary to assist with a sound nationwide land reform program. This will include technical assistance and support to farmers' cooperatives.

H. The Government of the Philippines will undertake and support as possible, the development of viable small and medium industries in rural areas, particularly in provinces participating in USAID-assisted provincial development and rural electrification programs.

ITEM VI. Ocean Transportation:

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VII. Economic Development Purposes for Which Proceeds Accruing to Importing Country Are To Be Used:

The proceeds accruing to the Importing country from the sale of agricultural commodities financed under this agreement will be used for financing the self-help measures set forth in Item V and for development purposes in the rural sector as identified in the Four-Year (1973–1977) National Economic Development plan of the Philippines.

ITEM VIII. Other Provisions:

A. The currency use payment under Item II 2 of this Part II shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until value of the currency use payment has been offset.

B. Substitute the following for paragraph 4 of the Convertible Local Currency Credit Annex:
"The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development uses set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the payment, if any, made by the Government of the importing country pursuant to the proviso in Section 103(b) of the Act [1] (such payment is herein called 'the currency use payment'). The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedures, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in the case of expenditures the budget sector in which they were used."

[1] 80 Stat. 1528; 7 U.S.C. § 1703(b).

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

DONE at Manila, in duplicate, this 30th day of April 1974.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES
W. H. SULLIVAN	CARLOS P. ROMULO

[SEAL]

[SEAL]

AGREED MINUTES

PL-480 Title I Negotiations

Place: Conference Room
Central Bank
Roxas Boulevard, Manila

Date: April 25, 1974

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Mr. Theodore A. Wahl, First Secretary of U.S. Embassy, Chairman

Mr. Arthur H. Boehme, Jr., Program Officer, USAID Mission to the Philippines, Member

Mr. Raymond Cohen, Deputy Program Officer, USAID Mission to the Philippines, Alternate

Mr. Robert B. Evans, Agricultural Attache, U.S. Embassy, Member

Mr. John T. Hopkins, Assistant Agricultural Attache, U.S. Embassy, Alternate

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES

Mrs. Angelina Z. Tiangco, Chairman, Central Bank of the Philippines

Mr. Sergio A. Barrera, Member

Mr. Constantino L. Alvarado, Alternate, Department of Foreign Affairs

Mr. Bienvenido Villaricencio, Member, National Economic & Development Authority

Mrs. Alicia Ll. Reyes, Member, Development Bank of the Philippines

Mr. Victor Macalincag, Member, Representative of the Secretary of Finance

Text and Terms

The two Panels agreed on the text of the Agreement to be signed at 10:30 a.m. on April 30, 1974.

The terms of the Agreement, mutually decided upon, are reflected in the written Agreement and the following documents which are an integral part of the Agreement:

a. The Preamble, Parts I and III of the March 24, 1970 agreement;
b. The Convertible Local Currency Credit Annex of the April 16, 1971 agreement.

The two Panels also agreed that:

a. The March 23, 1970, Self-Help Minute of Understanding, [1] and
b. The termination clause of the March 24, 1970 Agreement,

apply to this Agreement as well.

Shipment of Commodities

The U.S. Panel emphasized the need to obtain a purchase authorization immediately after the agreement is signed for the 1,500 metric tons of tobacco and to arrange for their shipment at the earliest possible moment, with loading no later than midnight of June 30, 1974.

The Philippine Panel called attention to the problem of meeting the June 30 loading deadline if bottoms are unavailable. The U.S. Panel pointed out that in response to an earlier inquiry by the Embassy the U.S. Government agencies concerned had stated categorically that the supply period could not be extended beyond June 30. However the question of a possible force majeure extension if bottoms are demonstrably unavailable had subsequently been raised with Washington, and the response when received will be communicated immediately to the Philippine Government.

Currency Use Payment

The Philippine Panel requested that the U.S. Government follow the procedure for past Currency Use Payments, i.e. making the payment in two installments, on May 1, 1975 and on December 31, 1975,

[1] Not printed.

if the May 4, 1972 Agreement [1] pattern were applied. The U.S Panel agreed to forward this request to Washington.

Usual Marketing Requirements

It was agreed that the UMR for tobacco specified in the Agreement is acceptable to the Government of the Philippines and that the UMR is presumed to be the minimum quantity that would be imported through normal channels in the absence of a PL–480 Title I sales agreement and, therefore, must be imported commercially even though the full allotment under Title I is not utilized. It was further agreed that the purchases against the UMR are to be financed by the Philippines from its own resources.

It was noted that according to data furnished by NEDA the Philippines had already met the UMR for FY 1974. However, since delivery of the tobacco will undoubtedly be in FY 1975, the same UMR must be met in FY 1975 (See Part I Article III A 1).

Right to Cancel Purchase Authorizations

It was agreed that the United States Government, on prior notice to the Government of the Philippines, may cancel the uncommitted balance of a purchase authorization or refuse to issue a purchase authorization at any time that a commodity is determined no longer to be available for PL–480 programs, even though it is included in the commodity list of the Agreement.

Self-Help

The Government of the Philippines understands that in order to fulfill requirements of PL–480 legislation it is required to report annually by December 1 on progress made in carrying out self-help measures included in the Agreement and on any other related measures which contribute to improvement of agricultural production.

The Philippine Panel stated the intention of the Philippine Government to limit the use of peso proceeds under this Agreement to financing Self Help measures described in Paragraphs E and F under Item V (i.e. population programs and rural electrification) and such other projects as may be indicated by the Philippine Government which will accelerate agricultural and rural development. The two Panels agreed that the wording in Paragraph F, "allocate an agreed percentage of the proceeds of this agreement", relates to the program for financing rural electrification agreed between the two governments and does not alter the provisions of Items VII and VIII regarding use by the Philippine Government of the peso proceeds under this agreement.

The two Panels further agreed that the two governments will exchange information and views on uses to which the Philippine

[1] TIAS 7324; 23 UST 627.

Government intends to put the peso proceeds under the agreement. The Philippine Panel stated that the peso proceeds would continue to be deposited in a "PL 480 Special Account" and disbursed in accordance with budget appropriations.

Compliance Reporting Requirements

It was agreed that the Government of the Philippines would provide compliance data, as specified in Part I, Article III, D. 2. 3. and 4. of the Agreement, 15 days after the close of each calendar quarter, i.e. by the 15th of October, January, April and July. The Government of the Philippines agrees to return completed "arrival and shipping information" (ADP sheets) with appropriate notations certifying receipt of all commodities as soon as possible, but not later than 30 days from the date of unloading in the importing country or 30 days from the receipt of the ADP sheets, whichever is later.

Ocean Freight (Differential)

The United States Panel pointed out that the United States Government will pay only the "differential" between United States and foreign flag rates on the 50 percent required to be shipped in United States flag vessels. It was noted that the differentials are computed on the basis of third flag freight rates which reflect the actual freight market conditions at a particular time, and that a differential is computed individually for each United States flag vessel.

World Trade Considerations

It was understood by the Government of the Philippines that violation of Part I, Article III A. 1. 2. and 3. may halt purchase authorizations, prejudice possible new agreements, and result in a dollar refund.

Fair Share

The U.S. Panel emphasized that PL 480 legislation requires the President to take steps to assure that the U.S. obtains a fair share of any increase in commercial purchases of agricultural commodities by the purchasing country. Thus the U.S. should benefit equitably from the development of new commercial markets in countries receiving concessional PL 480 commodities.

Identification and Publicity

It was agreed that the Government of the Philippines would publicize widely that the commodities financed under the Agreement are being provided on a concessional basis.

Pursuant to U.S. legislative requirements for publicity, the Philippine Government agrees, in addition to publicity given to signature of the Agreement, to note appropriately the arrival in the Philippines of commodity shipments under this Agreement.

Cost and Value Figures

It was noted and agreed that the commodity commitment in the Agreement is in terms of dollar value and not quantity and that the export market value represents the total amount for which purchase authorizations would be issued.

Tobacco Import Rights

In response to an inquiry concerning import rights for tobacco under the Philippine law requiring four tobacco export units for one import unit, the Philippine Panel gave assurances that the necessary import rights were available to cover the 1,500 MT to be imported under this Agreement.

Other Commodities Sought by Philippine Government

The Philippine Panel expressed the deisre of the Philippine Government that other more essential commodities be made available under the PL 480 program, such as feedgrains and rice. The U.S. Panel said this request would be forwarded to Washington but noted the unlikelihood that other commodities will be available in view of the current commercial market for these commodities.

THEODORE A. WAHL
Chairman
United States Panel

ANGELINA Z. TIANGCO
Chairman
Philippine Panel

43-377 O - 75 - 47

JAPAN

Whaling: International Observer Scheme

Agreement signed at Tokyo April 23, 1974;
Entered into force April 23, 1974.

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

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

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

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

Article 1

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

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

Article 2

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

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

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

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

Article 3

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

care and assistance, and to safeguard their freedom and dignity.

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

(3) An observer shall be enabled to observe freely the operations of the land station or group of land stations to which he is appointed, so that he may verify the observance of the provisions of the Convention in regard to the taking of whales and their rational utilization. In particular, the observer shall be given facilities to ascertain the species, size, sex, and number of whales taken.

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

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

functions.

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

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

Article 4

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

Article 5

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

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

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

Article 6

The present Agreement shall enter into force on the date of signature and remain in force until February 28, 1975.

Article 7

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

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

DONE at Tokyo, in duplicate, in the English and Japanese languages, the two texts having equal authenticity, this 23rd day of April, 1974.

For the Government of the United States of America:

[1]

[SEAL]

For the Government of Japan:

[2]

[SEAL]

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

アメリカ合衆国政府のために

日本国政府のために

宮崎弘道

第七条

両政府は、この協定の終了前に、将来の取極について決定するために協議する。

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

千九百七十四年四月二十三日に東京で、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。

第五条

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

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

第六条

この協定は、署名の日に効力を生じ、千九百七十五年二月二十八日まで効力を有する。

には、直ちに、鯨体処理場の管理人及び首席国内監督官の説明又は意見を付して、その違反を委員会の書記長に通知する。

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

第四条

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

認するための便益を与えられる。

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

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

(6) 監視員は、条約の規定に対する違反が行われたと信ずるに足りる相当な理由がある場合には、鯨体処理場の管理人及び首席国内監督官に対し、その違反を直ちに書面によつて通知する。監視員は、その違反が重大なものであると認める場合

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

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

(3) 監視員は、鯨の捕獲及びその合理的な利用に関し条約の遵守を検証することができるように、任命された鯨体処理場又は鯨体処理場群の作業を自由に監視することができる。監視員は、特に、捕獲された鯨の種類、体長、性別及び頭数を確

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

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

第三条

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

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

第二条

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

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

(b) 委員会は、このようにして指名された監視員のうちから、

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

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

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

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

第一条

43-377 O - 75 - 48

CANADA

Air Transport Services

Agreement amending the agreement of January 17, 1966.
Effected by exchange of notes
Signed at Ottawa May 8, 1974;
Entered into force May 8, 1974.
With related notes.

The Canadian Secretary of State for External Affairs to the American Ambassador

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

OTTAWA, *May 8, 1974*

EXCELLENCY,

I have the honour to refer to consultations held between representatives of the Government of Canada and the Government of the United States of America looking to an improvement and extension of air routes between our two countries, as contemplated in an exchange of notes concluded upon signing of the Air Transport Agreement on January 17, 1966, [1] and to propose, on behalf of the Government of Canada, that the above-mentioned Agreement be amended as follows:

1. Delete Schedule I and Schedule II annexed thereto and substitute therefor the attached Schedule I and Schedule II, respectively.

2. Delete paragraph (a) of Article VI and substitute therefor the following:

"(a) Upon receipt of a designation by one Contracting Party, and upon receipt from a designated airline of an application in the form and manner prescribed for such application, the aeronautical authorities of the other Contracting Party shall grant to the designated airline, subject to the provisions of Articles VII and IX and with a minimum of procedural delay, appropriate authorization to operate the services for which it has been designated in accordance with this Agreement."

---

[1] TIAS 5972; 17 UST 201. [Footnote added by the Department of State.]

3. Delete paragraph (b) of Article IX and substitute therefor the following:

"(b) The competent aeronautical authorities of each Contracting Party may request consultations concerning the safety standards and requirements relating to aeronautical facilities, operations, airmen, and aircraft, which are maintained and administered by the other Contracting Party. If, following such consultations, the competent aeronautical authorities of either Contracting Party find that the other Contracting Party does not effectively maintain and administer safety standards and requirements in these areas that are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation, [1] they will notify the other Contracting Party of such findings and the steps considered necessary to bring the safety standards and requirements of the other Contracting Party up to standards at least equal to the minimum standards which may be established pursuant to said convention, and the other Contracting Party will take appropriate corrective action. Each Contracting Party reserves the right to withhold or revoke the technical authorization referred to in Article VI (a) of this Agreement with respect to an airline designated by the other Contracting Party, or to impose conditions on such authorization, in the event the other Contracting Party does not take such appropriate action within a reasonable time."

4. Delete paragraph (b) of Article XIX and substitute therefor the following:

" 'Aeronautical authorities' shall mean, in the case of the United States of America, the Federal Aviation Administration with respect to the technical permission and safety standards and requirements referred to in Article IX (b), otherwise the Civil Aeronautics Board, and in the case of Canada, the Canadian Air Transportation Administration with respect to the technical permission and safety standards and requirements referred to in Article IX (b), otherwise the Canadian Transport Commission, or in both cases, any person or agency authorized to perform the functions exercised at present by those authorities."

I have also the honour to propose that, among the practices that both Governments should continue to recognize as encompassed by the Agreement is the following:

If the same airline is designated to operate more than one route, each of which has the same set of coterminals in the other country, such airline may carry traffic between these coterminals which transfers at one of the points from one flight, over one of the routes, to another flight over another of the routes, with or without a stopover.

[1] TIAS 1591; 61 Stat. 1180. [Footnote added by the Department of State.]

If the foregoing is acceptable to your Government, I propose that this note, which is authentic in English and French, and your confirmatory reply thereto shall constitute an agreement which shall enter into force on the date of your reply.

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

MITCHELL SHARP

Secretary of State for External Affairs

His Excellency the Honourable WILLIAM J. PORTER,
Ambassador of the United States of America,
Ottawa.

SCHEDULE I

An airline or airlines designated [1] by the Government of the United States of America shall have the right to operate air service on each of the air routes specified in this paragraph, in both directions, and to make scheduled landings in Canada at the points specified.

A. Atlantic States Routes

1. Boston-Montreal [2]
2. Boston-Toronto [2]
3. New York-Montreal/Ottawa
4. New York-Toronto
5. Albany/Burlington-Montreal
6. Philadelphia-Montreal
7. Philadelphia-Toronto
8. Pittsburgh-Toronto
9. Washington-Ottawa/Montreal [3]
10. Tampa/Miami-Montreal [2 4]
11. Tampa/Miami-Toronto [2 4]

B. Great Lakes-East Routes

1. Buffalo/Rochester-Montreal
2. Buffalo-Toronto [1]
3. Erie-Toronto
4. Cleveland-Montreal [2 5]
5. Cleveland-Toronto [2 6]
6. Detroit-Montreal [2 5]
7. Milwaukee/Detroit-Toronto [2 6]
8. Chicago-Montreal [2 4 6]
9. Chicago-Toronto [1 2 4]
10. Duluth/Superior-Thunder Bay

C. Great Lakes-West Routes
1. Rochester-Toronto
2. Chicago/Minneapolis/St. Paul-Winnipeg/Edmonton-Anchorage [7]
3. Milwaukee/Duluth/Superior-Winnipeg
4. Chicago-Vancouver [6]

D. Great Plains Routes
1. Houston/Dallas/Ft. Worth-Calgary/Edmonton-Anchorage/Fairbanks [7 8]
2. Houston/Dallas/Ft. Worth-Toronto/Montreal [5 9]
3. Denver/Great Falls-Calgary/Edmonton [8]
4. Bismarck/Minot-Winnipeg

E. Transcontinental Routes
1. Los Angeles-Toronto/Montreal [4 5]
2. San Francisco-Toronto/Montreal [4 5 10]

F. Pacific States Routes
1. Los Angeles/San Francisco-Vancouver [2]
2. Los Angeles-Calgary/Edmonton [2 6 8]
2. San Francisco-Calgary/Edmonton [2 6 8]
4. Las Vegas-Calgary/Edmonton [8]
5. Spokane-Calgary/Edmonton [8]
6. Spokane-Vancouver
7. Seattle-Vancouver
8. Ketchikan-Prince Rupert
9. Juneau-Whitehorse
10. Fairbanks-Whitehorse
11. Fairbanks-Inuvik
12. Honolulu-Vancouver [4]

G. Intercontinental Routes
1. United States-Gander-Europe and beyond

[1] The Government of the United States may designate two airlines to serve Route B.2 and two airlines to serve Route B.9. More than one airline may be designated for any other route, subject to the prior agreement of the Government of Canada.

[2] If, with regard to each of the pair of routes named in the first column below, the same United States airline is designated to operate both named pair of routes, each such pair of routes may be operated as though it were a combined route as described in the second column below, and such airline shall be entitled on this combined route to all the privileges accorded in the Agreement:

Routes A.1 and A.2 Boston-Montreal/Toronto
Routes A.10 and A.11 Tampa/Miami-Toronto/Montreal
Routes B.4 and B.5 Cleveland-Toronto/Montreal
Routes B.6 and B.7 Milwaukee/Detroit-Toronto/Montreal
Routes B.8 and B.9 Chicago-Toronto/Montreal
Routes F.1 and F.2 Los Angeles-Vancouver/Calgary/Edmonton
Routes F.1 and F.3 San Francisco-Vancouver/Calgary/Edmonton

[3] On Route A.9, Washington may be served on any flight through any of the following airports at the option of the airline: National, Baltimore-Washington International, Dulles.

[4] Notwithstanding the provisions of Article III(a) of the Agreement, additional traffic stops may not be made on Routes A.10, A.11, B.8, B.9, E.1, E.2, and F.12; provided, however, that this shall in no way preclude through services, without change of aircraft or flight number, to points in the United States behind the United States terminal(s) on any other route by airlines designated for such other route, even though such services would in effect constitute service between the United States terminal(s) and the Canadian terminal(s) of Routes A.10, A.11, B.8, B.9, E.1, E.2, and F.12.

[5] Services on Route B.4, Route B.6, Route D.2, the Los Angeles-Montreal segment of Route E.1, and the San Francisco-Montreal segment of Route E.2 shall not be inaugurated prior to April 29, 1979.

[6] Services on Route B.5, the Milwaukee-Toronto nonstop segment of Route B.7, Route B.8, Route C.4, Route F.2, and Route F.3 shall not be inaugurated prior to April 25, 1976.

[7] Flights operated on Routes C.2 and D.1 may terminate or originate at a named Canadian point or serve United States points at both ends and may carry transiting United States domestic traffic, as well as traffic which makes a stopover at a named Canadian point.

[8] If the same United States airline is designated to operate both Route D.1 and one or more of Routes D.3, F.2, F.3, F.4, and F.5, such airline may serve Anchorage and/or Fairbanks on any flight which serves any United States terminal on any of the other routes (i.e., Routes D.3, F.2, F.3, F.4, and F.5) for which such airline has also been designated and may carry transiting United States domestic traffic, as well as traffic which makes a stopover at a named Canadian point or points.

[9] The designated airline may select up to two intermediate points on Route D.2 and may change such selection every twelve months. In addition, all flights on this Route which serve Montreal shall also serve Toronto.

[10] Services on the San Francisco-Toronto segment of Route E.2 shall not be i naugurated prior to April 30, 1978.

SCHEDULE II

An airline or airlines designated [1] by the Government of Canada shall have the right to operate air services on each of the air routes specified in this paragraph, in both directions, and to make scheduled landings in the United States of America at the points specified.

A. Atlantic Provinces Routes

1. Sydney-Boston [2]
2. Halifax-Boston/New York
3. Halifax-Bangor/Portland-Montreal [3]

B. Quebec Routes

1. Quebec-New York
2. Montreal-Boston [4]
3. Montreal-New York
4. Montreal-Tampa/Miami [5]
5. Montreal-Cleveland [4]
6. Montreal/Toronto-Chicago [1 5]

C. Ontario Routes
1. Toronto-Boston [4]
2. Toronto-New York
3. Toronto-Tampa/Miami [5]
4. Toronto/Hamilton-Pittsburgh [2]
5. Toronto-Cleveland
6. Toronto-Dallas/Ft. Worth/Houston

D. Prairie Provinces Routes
1. Regina/Winnipeg-Chicago [6] [7]
2. Calgary/Winnipeg-New York [8]
3. Calgary-Chicago [4]
4. Edmonton/Calgary-San Francisco
5. Edmonton/Calgary-Los Angeles [2] [9]

E. Transcontinental Routes
1. Montreal/Toronto-San Francisco [5] [10]
2. Montreal/Toronto-Los Angeles [5] [10]

F. British Columbia/Yukon Routes
1. Vancouver/Victoria-Seattle
2. Vancouver-San Francisco/Los Angeles
3. Prince Rupert-Ketchikan
4. Whitehorse-Fairbanks
5. Whitehorse-Juneau

G. Intercontinental Routes
1. Canada-Honolulu-Australasia and beyond

[1] The Government of Canada may designate two airlines to serve the Toronto-Chicago segment of Route B.6. More than one airline may be designated for any other route, subject to the prior agreement of the Government of the United States.

[2] Services on Route A.1, the Toronto-Pittsburgh nonstop segment of Route C.4, and Route D.5 shall not be inaugurated prior to April 30, 1978.

[3] Flights operated on Route A.3 may terminate or originate at a named United States point or serve Canadian points at both ends and may carry transiting Canadian domestic traffic, as well as traffic which makes a stopover at a named United States point.

[4] Services on Route B.2, Route B.5, Route C.1, and Route D.3 shall not be inaugurated prior to April 25, 1976.

[5] Notwithstanding the provisions of Article III(a) of the Agreement, additional traffic stops may not be made on Routes B.4, B.6, C.3, E.1, and E.2; provided, however, that this shall in no way preclude through services, without change of aircraft or flight number, to points in Canada behind the Canadian terminal(s) on any other route by airlines designated for such other route, even though such services would in effect constitute service between the Canadian terminal(s) and the United States terminal(s) of Routes B.4, B.6, C.3, E.1, and E.2.

[6] Services on Route D.1 shall not be inaugurated prior to April 30, 1978; provided, however, that if the United States airline designated on United States Route C.2 does not operate a daily round-trip nonstop service between Chicago and Winnipeg within six months after receiving all the necessary authorizations to do so, services on Route D.1 may be inaugurated on or after April 25, 1976.

[7] Every flight serving Regina on Route D.1 shall also serve Winnipeg until such time as the provisions of Article I of the Agreement establish a basis for removal of this requirement by mutual agreement.

[8] Every flight serving Calgary on Route D.2 shall also serve Winnipeg until twelve months after a United States airline inaugurates service on United States Route C.4 or until April 30, 1978, whichever date comes first.

[9] Every flight which operates behind Calgary shall also serve Edmonton until April 26, 1981.

[10] Services on Route E.1 and the Montreal-Los Angeles nonstop segment of Route E.2 shall not be inaugurated prior to April 29, 1979.

French Text of the Canadian Note

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

OTTAWA, *le 8 mai 1974*

EXCELLENCE,

J'ai l'honneur de me référer aux consultations qui ont eu lieu entre les représentants du Gouvernement du Canada et du Gouvernement des Etats-Unis d'Amérique visant l'amélioration et l'expansion des routes aériennes entre nos deux pays, envisagées dans un échange de notes conclu au moment de la signature, le 17 janvier 1966, de l'Accord relatif aux transports aériens et de proposer, au nom du Gouvernement du Canada, que l'Accord susmentionné soit modifié comme il suit:

1. Supprimer les Tableaux I et II annexés à l'Accord et les remplacer respectivement par les Tableaux I et II ci-joints.

2. Supprimer le paragraphe *a*) de l'Article VI pour le remplacer par ce qui suit:

"*a*) Sur réception d'un avis de désignation provenant d'une Partie contractante et d'une demande formulée et présentée de la manière prescrite par une entreprise de transport aérien désignée, les autorités aéronautiques de l'autre Partie contractante accorderont à ladite entreprise de transport aérien désignée, sous réserve des dispositions des Articles VII et IX et dans les plus brefs délais possibles, l'autorisation nécessaire à l'exploitation des services pour lesquels elle a été désignée en conformité du présent Accord."

3. Supprimer le paragraphe *b*) de l'Article IX pour le remplacer par ce qui suit:

"*b*) Les autorités aéronautiques compétentes de chaque Partie contractante peuvent demander la tenue de consultations portant sur les normes et les exigences en matière de securité qui sont maintenues et administrées par l'autre Partie contractante relativement aux installations aéronautiques, à l'exploitation, au personnel navigant et aux aéronefs. Si, à la suite de ces consultations, les

autorités aéronautiques compétentes de l'une ou l'autre des Parties contractantes jugent que l'autre Partie contractante ne maintient et n'administre pas de façon efficace dans ces secteurs des normes et des exigences en matière de sécurité qui soient équivalentes ou supérieures aux conditions minima qui peuvent être établies en vertu de la Convention relative à l'aviation civile internationale, elles feront part à l'autre Partie contractante de leurs constatations et des mesures jugées nécessaires pour rendre les normes et les exigences de l'autre Partie contractante en matière de sécurité au moins équivalentes aux normes minima qui peuvent être établies en vertu de ladite Convention, et l'autre Partie contractante prendra les mesures de redressement qui s'imposent. Chaque Partie contractante se réserve le droit de refuser ou d'annuler l'autorisation technique visée au paragraphe *a*) de l'Article VI du présent Accord à l'égard d'une entreprise de transport aérien désignée par l'autre Partie contractante ou d'assortir de conditions ladite autorisation advenant le cas où l'autre Partie contractante ne prend pas les mesures qui s'imposent dans un délai raisonnable."

4. Supprimer le paragraphe *b*) de l'Article XIX et le remplacer par ce qui suit:

" 'Autorités aéronautiques' désigne, dans le cas des Etats-Unis d'Amérique, la *Federal Aviation Administration* pour ce qui touche l'autorisation technique et les normes et les exigences en matière de sécurité précisées au paragraphe *b*) de l'Article IX ou, autrement, le *Civil Aeronautics Board*, et dans le cas du Canada, l'Administration canadienne des transports aériens pour ce qui touche l'autorisation technique et les normes et les exigences en matière de sécurité précisées au paragraphe *b*) de l'Article IX ou, autrement, la Commission canadienne des transports, ou, dans les deux cas, toute personne ou tout organisme habilités à remplir les fonctions exercées à l'heure actuelle par ces autorités."

J'ai également l'honneur de proposer que la pratique suivante compte parmi les pratiques que les deux Gouvernements devraient continuer de reconnaître comme étant comprises dans l'Accord:

Si la même entreprise de transport aérien est désignée pour exploiter plusieurs routes, chacune de ces routes ayant la même série d'aéroports coterminaux dans l'autre pays, ladite entreprise de transport aérien pourra transporter entre ces aéroports du trafic qui correspond à un des points d'un vol, sur une des routes, à un vol sur une autre route, avec ou sans escale.

Si ce qui précède rencontre l'agrément de votre Gouvernement, je propose que la présente Note, dont les versions anglaise et française font également foi, et votre réponse confirmative constituent un accord qui entrera en vigueur à la date d'envoi de votre réponse.

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

MITCHELL SHARP
Le Secrétaire d'Etat
aux Affaires extérieures

Son Excellence l'Honorable WILLIAM J. PORTER,
Ambassadeur des Etats-Unis d'Amérique,
Ottawa.

TABLEAU DE ROUTES I

L'entreprise ou les entreprises de transport aérien désignées [1] par le Gouvernement des Etats-Unis d'Amérique auront le droit d'exploiter des services aériens dans les deux sens sur chacune des routes spécifiées dans le présent paragraphe et d'effectuer des escales régulières au Canada aux points spécifiés.

A. Routes des Etats de l'Atlantique

1. Boston-Montréal [2]
2. Boston-Toronto [2]
3. New York-Montréal/Ottawa
4. New York-Toronto
5. Albany/Burlington-Montréal
6. Philadelphie-Montréal
7. Philadelphie-Toronto
8. Pittsburgh-Toronto
9. Washington-Ottawa/Montréal [3]
10. Tampa-Miami-Montréal [2 4]
11. Tampa/Miami-Toronto [2 4]

B. Routes à l'est des Grands Lacs

1. Buffalo-Rochester-Montréal
2. Buffalo-Toronto [5]
3. Erié-Toronto
4. Cleveland-Montréal [2 5]
5. Cleveland-Toronto [2 6]
6. Détroit-Montréal [2 5]
7. Milwaukee/Détroit-Toronto [2 6]
8. Chicago-Montréal [2 4 6]
9. Chicago-Toronto [5 2 4]
10. Duluth/Superior-Thunder Bay

C. Routes à l'ouest des Grands Lacs

1. Rochester-Toronto
2. Chicago/Minneapolis/Saint Paul-Winnipeg/Edmonton-Anchorage [7]
3. Milwaukee/Duluth/Superior-Winnipeg
4. Chicago-Vancouver [6]

D. Routes des Grandes Plaines

1. Houston/Dallas/Fort Worth-Calgary/Edmonton-Anchorage/Fairbanks [7 8]
2. Houston/Dallas/Fort Worth-Toronto/Montréal [5 9]
3. Denver/Great Falls-Calgary/Edmonton [8]
4. Bismarch/Minot-Winnipeg

E. Routes transcontinentales

1. Los Angeles-Toronto/Montréal [4 5]
2. San Francisco-Toronto/Montréal [4 5 10]

F. Routes des Etats du Pacifique

1. Los Angeles/San Francisco-Vancouver [2]
2. Los Angeles-Calgary/Edmonton [2 6 8]
3. San Francisco-Calgary/Edmonton [2 6 8]
4. Las Vegas-Calgary/Edmonton [8]
5. Spokane-Calgary/Edmonton [8]
6. Spokane-Vancouver
7. Seattle-Vancouver
8. Ketchikan-Prince Rupert
9. Juneau-Whitehorse
10. Fairbanks-Whitehorse
11. Fairbanks-Inuvik
12. Honolulu-Vancouver [4]

G. Routes intercontinentales

1. Etats-Unis-Gander-Europe et points situés au-delà.

[1] Le Gouvernement des Etats-Unis peut désigner deux entreprises de transport aérien pour desservir la route B.2 et deux entreprises de transport aérien pour desservir la route B.9. Il pourra désigner plus d'une entreprise de transport aérien pour toute autre route, sous réserve de l'approbation préalable du Gouvernement du Canada.

[2] Si, à l'égard de chacune des routes jumelées mentionnées dans la première colonne cidessous, la même entreprise de transport aérien des Etats-Unis est désignée pour exploiter les routes jumelées mentionnées, chacune desdites routes jumelées pourra être exploitée comme si elle était une route combinée, tel qu'il est indiqué dans la deuxième colonne ci-dessous, et ladite entreprise de transport aérien aura droit, dans l'exploitation de cette route combinée, à tous les privilèges conférés par l'Accord:

Routes A.1 et A.2 Boston-Montréal/Toronto
Routes A.10 et A.11 Tampa/Miami-Toronto/Montréal
Routes B.4 et B.5 Cleveland-Toronto/Montréal
Routes B.6 et B.7 Milwaukee/Détroit-Toronto/Montréal
Routes B.8 et B.9 Chicago-Toronto/Montréal
Routes F.1 et F.2 Los Angeles-Vancouver-Calgary/Edmonton
Routes F.1 et F.3 San Francisco-Vancouver/Calgary/Edmonton

[3] Sur la route A.9, la ville de Washington pourra à l'occasion de tout vol, au choix de l'entreprise, être desservie par l'un des aéroports suivants: National, Baltimore-Washington international ou Dulles.

[4] Nonobstant les dispositions du paragraphe *a*) de l'Article III de l'Accord, on ne pourra effectuer d'escales commerciales additionnelles sur les routes A.10, A.11, B.8, B.9, E.1, E.2 et F.12 pourvu, toutefois, que cette mesure n'interdise en aucune façon les services transitaires, sans changement d'aéronef ou de numéro de vol, vers des points aux Etats-Unis situés derrière la ou les têtes de ligne des Etats-Unis sur toute autre route par des entreprises de transport aérien désignées pour cette autre route, malgré le fait que ces services constitueraient en fait un service entre la ou les têtes de ligne des Etats-Unis et la ou les têtes de ligne du Canada pour ce qui est des routes A.10, A.11, B.8, B.9, E.1, E.2 et F.12.

[5] Les services sur la route B.4, la route B.6, la route D.2, le tronçon Montréal-Los Angeles de la route E.1 et le tronçon San Francisco-Montréal de la route E.2 ne seront pas inaugurés avant le 29 avril 1979.

[6] Les services sur la route B.5, le tronçon sans escale Milwaukee-Toronto de la route B.7, la route B.8, la route C.4, la route F.2 et la route F.3 ne seront pas inaugurés avant le 25 avril 1976.

[7] Les vols exploités sur les routes C.2 et D.1 peuvent prendre fin ou débuter à un point nommé au Canada ou desservir des points aux Etats-Unis aux deux extrémités et pourront transporter du trafic intérieur des Etats-Unis en transit tout comme du trafic qui fait escale à un point nommé au Canada.

[8] Si la même entreprise de transport aérien des Etats-Unis est désignée de façon à exploiter la route D.1 et une ou plusieurs des routes D.3, F.2, F.3, F.4 et F.5, ladite entreprise de transport aérien pourra desservir Anchorage et (ou) Fairbanks sur tout vol qui dessert toute tête de ligne des Etats-Unis sur toute autre route (soit les routes D.3, F.2, F.3, F.4, et F.5) pour laquelle ladite entreprise aura également été désignée et pourra transporter du trafic intérieur des Etats-Unis en transit tout comme du trafic qui fait escale à un ou plusieurs points nommée au Canada.

[9] L'entreprise de transport aérien désignée pourra choisir jusqu'à deux points intermédiaires sur la route D.2 et elle pourra modifier son choix tous les douze mois. En outre, les vols de cette route qui desservent Montréal desserviront également Toronto.

[10] Les services sur le tronçon San Francisco-Toronto de la route E.2 ne seront pas inaugurés avant le 30 avril 1978.

TABLEAU DE ROUTES II

L'entreprise ou les entreprises de transport aérien désignées [1] par le Gouvernement du Canada auront le droit d'exploiter des services aériens dans les deux sens sur chacune des routes spécifiées dans le présent paragraphe et d'effectuer des escales régulières aux Etats-Unis d'Amérique aux points spécifiés.

A. Routes des province de l'Atlantique
   1. Sydney-Boston [2]
   2. Halifax-Boston/New York
   3. Halifax-Bangor/Portland-Montréal [3]

B. Routes du Québec
   1. Québec-New York
   2. Montréal-Boston [4]
   3. Montréal-New York
   4. Montréal-Tampa/Miami [5]
   5. Montréal-Cleveland [4]
   6. Montréal/Toronto-Chicago [1] [5]

C. Routes de l'Ontario
1. Toronto-Boston [4]
2. Toronto-New York
3. Toronto-Tampa/Miami [5]
4. Toronto/Hamilton-Pittsburgh [2]
5. Toronto-Cleveland
6. Toronto-Dallas/Fort Worth/Houston

D. Routes des provinces des Prairies
1. Regina/Winnipeg-Chicago [6 7]
2. Calgary/Winnipeg-New York [8]
3. Calgary-Chicago [4]
4. Edmonton/Calgary-San Francisco
5. Edmonton/Calgary-Los Angeles [2 9]

E. Routes transcontinentales
1. Montréal/Toronto-San Francisco [5 10]
2. Montréal/Toronto-Los Angeles [5 10]

F. Routes de la Colombie-Britannique et du Yukon
1. Vancouver/Victoria-Seattle
2. Vancouver-San Francisco/Los Angeles
3. Prince Rupert-Ketchikan
4. Whitehorse-Fairbanks
5. Whitehorse-Juneau

G. Routes intercontinentales
1. Canada-Honolulu-Australasie et points situés au-delà

[1] Le Gouvernement du Canada peut désigner deux entreprises de transport aérien pour desservir le tronçon Toronto-Chicago de la route B.6. Il pourra désigner plus d'une entreprise de transport aérien pour toute autre route, sous réserve de l'approbation préalable du Gouvernement des Etats-Unis.

[2] Les services sur la route A.1, le tronçon sans escale Toronto-Pittsburgh de la route C.4 et la route D.5 ne seront pas inaugurés avant le 30 avril 1978.

[3] Les vols exploités sur la route A.3 peuvent prendre fin ou débuter à un point nommé aux Etats-Unis ou desservir des points au Canada aux deux extrémités et pourront transporter du trafic intérieur du Canada en transit tout comme du trafic qui fait escale à un point nommé aux Etats-Unis.

[4] Les services sur la route B.2, la route B.5, la route C.1 et la route D.3 ne seront pas inaugurés avant le 25 avril 1976.

[5] Nonobstant les dispositions du paragraphe *a*) de l'Article III de l'Accord, on ne pourra effectuer d'escales commerciales additionnelles sur les routes B.4, B.6, C.3, E.1 et E.2 pourvu toutefois que cette mesure n'interdise en aucune façon les services transitaires, sans changement d'aéronef ou de numéro de vol, vers des points au Canada situés derrière la ou les têtes de ligne du Canada sur toute autre route par des entreprises de transport aérien désignées pour cette autre route, malgré le fait que ces services constitueraient en fait un service entre la ou les têtes de ligne du Canada et la out les têtes de lignes des Etats-Unis pour ce qui est des routes B.4, B.6, C.3, E.1 et E.2.

[6] Les services sur la route D.1 ne seront pas inaugurés avant le 30 avril 1978 pourvu, toutefois, que si l'entreprise de transport aérient des Eats-Unis désignée sur la route C.2 des Etats-Unis n'exploite pas un service quotidien aller et retour

sans escale entre Chicago et Winnipeg dans les six mois qui suivront la réception de toutes les autorisations nécessaires à cette fin, les services sur la route D.1 puissent être inaugurés le ou après le 25 avril 1976.

[7] Tout vol desservant Regina sur la route D.1 desservira également Winnipeg jusqu'à ce que les dispositions contenues dans l'Article I de l'Accord établissent une base sur laquelle on se fondera pour procéder d'un commun accord à l'élimination de cette exigence.

[8] Tout vol desservant Calgary sur la route D.2 desservira également Winnipeg durant les douze mois qui suivront l'inauguration du service sur la route C.4 des Etats-Unis par une entreprise aérienne des Etats-Unis ou jusqu'au 30 avril 1978, selon celle de ces deux dates qui surviendra la première.

[9] Tout vol effectué derrière Calgary desservira également Edmonton jusqu'au 26 avril 1981.

[10] Les services sur la route E.1 et le tronçon sans escale Montréal-Los Angeles de la route E.2 ne seront pas inaugurés avant le 29 avril 1979.

The American Ambassador to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 76

OTTAWA, *May 8, 1974*

SIR:

I have the honor to refer to your note of this date proposing, on behalf of the Government of Canada, that the Air Transport Agreement between the Government of the United States of America and the Government of Canada of January 17, 1966, be amended in certain respects. Your note also proposes an understanding that both Governments should continue to recognize certain practices as encompassed by the Agreement.

I have the honor to inform you that the proposals contained in your note, which is authentic in English and French, are acceptable to my Government and to confirm that your note together with this reply shall constitute an agreement which enters into force on today's date.

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

WILLIAM J. PORTER

The Honorable
MITCHELL SHARP,
Secretary of State
for External Affairs,
Ottawa.

[RELATED NOTES]

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 77

OTTAWA, *May 8, 1974.*

SIR:

I have the honor to refer to the notes of today's date amending the Air Transport Agreement between our two Governments and to propose, on behalf of the Government of the United States of America, the following understanding relating thereto:

> Both Governments acknowledge that part of the operating environment under the Air Transport Agreement is the continuing existence of preclearance. Accordingly, should one Government find it necessary to terminate the Agreement on Air Transport Preclearance, [1] the two Governments will, upon the request of either, hold consultations for the purpose of reaching agreement on what, if any, route adjustments should be made as a consequence of the termination of the Agreement on Air Transport Preclearance. In addition, should one Government find it necessary to make adjustments in the preclearance arrangements in a way which impairs the operating rights under any route covered by the Air Transport Agreement, without prejudice to the rights of the other Government to take corrective action to protect its interest, the two Governments will, upon the request of either, hold consultations for the purpose of reaching agreement on what, if any, route adjustments should be made as a consequence of the adjustment in the preclearance arrangements.

It is recognized that, if agreement in such consultations cannot be achieved, termination by one Government of the Agreement on Air Transport Preclearance would be reasonable cause for notice of termination of the Air Transport Agreement by the other Government.

I should be grateful to receive confirmation from you that the Government of Canada accepts the understanding set forth in this note.

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

WILLIAM J. PORTER

The Honorable
MITCHELL SHARP,
Secretary of State
for External Affairs,
Ottawa.

[1] TIAS 7825; *post*, p. 763. [Footnote added by the Department of State.]

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DE AFFAIRES EXTÉRIEURES

CANADA

OTTAWA, *May 8, 1974*

EXCELLENCY,

I have the honour to refer to your Note of this date proposing, on behalf of the Government of the United States of America, an understanding relating to the Air Transport Agreement between our two Governments, the text of which understanding is set forth in your Note.

I have the honour to confirm by this Note, the English and French versions of which are of equal authenticity, that the Government of Canada accepts the understanding set forth in your Note.

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

MITCHELL SHARP
Secretary of State for
External Affairs

The Excellency the Honourable WILLIAM J. PORTER,
Ambassador of the United States of America,
Ottawa.

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

OTTAWA, *le 8 mai 1974*

EXCELLENCE,

J'ai l'honneur de me référer à votre Note en date de ce jour proposant, au nom du Gouvernement des Etats-Unis d'Amérique, une entente portant sur l'Accord relatif aux transports aériens entre nos deux Gouvernements, le texte de ladite entente étant établi dans votre Note.

J'ai l'honneur de confirmer par la présente Note, dont les versions anglaise et française font également foi, que le Gouvernement du Canada accepte l'entente établie dans votre Note.

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

MITCHELL SHARP

Le Secrétaire d'Etat
aux Affaires extérieures

Son Excellence l'Honorable WILLIAM J. PORTER,
Ambassadeur des Etats-Unis d'Amérique,
Ottawa.

TIAS 7824

CANADA

Aviation: Preclearance

Agreement signed at Ottawa May 8, 1974;
Entered into force May 8, 1974.

TIAS 7825

43-377 O - 75 - 49

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CANADA ON AIR TRANSPORT PRECLEARANCE

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

Considering that preclearance facilitates air travel between the two countries and that it should be continued (and established) for eligible flights at various locations in Canada and the United States, where the facilities and other conditions are adequate to enable the United States and Canadian inspection agencies to carry out their missions, in respect to the inspection of passengers and their possessions, aircraft crew, baggage and aircraft stores entering the United States and Canada,

Agree as follows:

ARTICLE I

(a) "Preclearance" refers to the procedure of conducting in the territory of one of the Parties, inspections required for entry/admission into the territory of the other Party.

(b) Flights eligible for preclearance are common carriage flights of large aircraft (as defined in Part 298 of the U.S. Civil Aeronautics Board Economic Regulations, or the maximum authorized take-off weight on wheels of 35,000 pounds or more, or 30 seats or more) scheduled or charter, including ferry flights. Air taxi-type operations, private flights, or state aircraft flights are not included.

(c) "Law enforcement officer" may include local peace officers as well as the Royal Canadian Mounted Police and law enforcement officers of federal agencies in the United States.

ARTICLE II

(a) The Parties agree that preclearance shall be continued at Montreal, Toronto, Winnipeg and Vancouver, and instituted at locations specified in Annex A to this Agreement in accordance with the following paragraph. The preclearance program shall be extended to provide service in multiterminal complexes at such locations.

(b) The Parties further agree that preclearance will be instituted by Canada into cities in the United States or by the United States into additional cities in Canada upon the concurrence of both Parties to that effect expressed in writing.

ARTICLE III

Where preclearance exists in the territory of a Party, that Party shall:

(a) permit inspection agencies of the other Party to carry out preclearance of passengers and their possessions, aircraft, crew, baggage and aircraft stores destined to the territory of the inspecting Party and, in this context, permit such inspection agencies to determine the procedures under which the inspections will be carried out and the utilization of manpower;

(b) provide at each preclearance location facilities acceptable to the other Party's inspection agencies as defined in Annexes B or C, as appropriate, to this Agreement;

(c) permit the installation and operation by the other Party of such communications and other modern inspection aids as it requires;

(d) provide appropriate law enforcement assistance to the other Party's inspectors including inter alia, upon request of the other Party's inspection officer:

(i) search by a law enforcement officer of the territory where inspection takes place of any person and his effects which are subject to preclearance in accordance with this Agreement if, under the law of the country in which preclearance takes place, that law enforcement officer has authority and sufficient grounds to believe that the person to be searched is seeking to carry into the other country merchandise or other articles the possession of which constitutes an offense under the law of the country in which preclearance takes place;

(ii) search by a law enforcement officer of any accomplice or abettor of a person searched for reasons and under the conditions specified in paragraph (i) above;

(iii) if a search, conducted pursuant to paragraph (d)(i) and (ii) above, discloses merchandise or other articles the possession of which constitutes an offense under the law of the territory in which preclearance takes place, take whatever steps would have ordinarily been taken if the articles or merchandise would have been found under circumstances unrelated to preclearance;

(e) wherever possible, conduct searches under Article III paragraph (d) in the presence of the other Party's inspection officer. When a person refuses to submit to search, such person shall not be permitted to board a precleared flight.

ARTICLE IV

The Party conducting preclearance shall:

(a) provide a sufficient number of inspectors to carry out with reasonable speed and efficiency preclearance of passengers and their possessions, crew, baggage and aircraft stores on eligible flights of carriers to which preclearance has been extended in accordance with Article VI;

(b) have its inspection agencies consult with the airport manager, the appropriate authorities of the other Party and with the air carriers concerned in the implementation of this Agreement;

(c) have the prerogative to require post-clearance as it deems necessary of any aircraft, passenger or passengers and their possessions on any flight that has been precleared. Any flight that is diverted or required to be post-cleared shall be given preferential treatment for the purposes of post-clearance inspection;

(d) in any case where required under its law and in particular where there is likely to be commingling of cleared and uncleared passengers or baggage, have the right to deny preclearance.

ARTICLE V

Each Party agrees to take all appropriate steps to protect:

(a) the facilities and premises used by the other Party in preclearance against any intrusion or damage and to prevent any disturbance of the peace on the premises; and,

(b) the official archives and documents maintained by the inspection agencies.

ARTICLE VI

Preclearance being a facilitation procedure, the Parties agree that each air carrier should have the option to use either preclearance or post-clearance subject to the following conditions:

(a) If an air carrier applies for preclearance, it shall use the procedures for all of its flights on a given route. Ordinarily, three months notice to the appropriate inspectional agencies will be sufficient at locations where other routes or carriers are being precleared; however, the inspection agencies may require an additional reasonable delay before compliance in order to obtain or reduce personnel or facilities required by the anticipated changes in service.

(b) An air carrier desiring to withdraw entirely from preclearance at any location must give twelve months notice to both Parties, but if neither Party objects, it may withdraw sooner. To withdraw from preclearance only in respect to one or more eligible routes, the inspection agencies may require reasonable notice.

(c) Inspection agencies may decline to conduct preclearance on any carrier until that carrier has filed tariffs acceptable to the appropriate government regulatory agency permitting the carrier to deny carriage to anyone failing to submit to a preclearance inspection and to anyone who, having submitted to such inspection, is found ineligible by inspection agencies to board a precleared flight.

ARTICLE VII

Except as may be agreed by the Parties and included in Annex A, the cost of preclearance shall be allocated in accordance with the following principles:

(a) Neither the Party in whose territory inspection is conducted nor the airport authorities shall be responsible for additional cost attributable to preclearance facilities and either or both as appropriate shall be compensated for space used for preclearance.

(b) The inspecting Party shall be responsible for the normal cost of its inspection personnel.

(c) Any charges upon air carriers related to preclearance shall be based on participation at a particular airport location and shall be assessed in an equitable and non-discriminatory manner.

ARTICLE VIII

The inspecting Party may extend the application of any of its customs, immigration, agriculture and public health laws and regulations to aircraft, passengers, aircraft crew, baggage, cargo and aircraft stores in the territory of the other Party which are subject to preclearance to the extent consistent with the law of the country in which the inspection takes place.

ARTICLE IX

Either Party may at any time request in writing consultations concerning the interpretation, application and modification of this Agreement and of its Annexes. Such consultations shall begin within 60 days from the date on which such request is received by the other Party.

ARTICLE X

This Agreement together with its Annexes shall enter into force on the date of signature. Thereafter it shall continue to be in force unless terminated by either Party giving one year's notice in writing to the other Party.

ACCORD ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DU CANADA RELATIF AU PREDEDOUANEMENT DANS LE DOMAINE DU TRANSPORT AERIEN

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Canada,

Considérant que le prédédouanement facilite les voyages aériens entre les deux pays et qu'il doit être maintenu (et institué) pour les vols admis en divers points du Canada et des Etats-Unis où existent des installations et autres conditions suffisantes pour permettre aux organismes d'inspection des Etats-Unis et du Canada d'accomplir leur mission concernant l'inspection des passagers et de leurs possessions, des équipages d'aéronef, des bagages et des provisions de bord à leur entrée aux Etats-Unis et au Canada,

Sont convenus de ce qui suit:

ARTICLE PREMIER

a) "Prédédouanement" signifie les formalités de la conduite, dans le territoire de l'une des Parties, des inspections requises pour l'entrée ou l'admission dans le territoire de l'autre Partie.

b) Les vols admis aux fins du prédédouanement sont les vols de transport courant de grands aéronefs (tels que définis dans la Partie 298 des Règlements économiques de la Commission de l'aéronautique civile des Etats-Unis, ou les aéronefs d'un poids maximum autorisé sur roues au décollage de 35,000 livres ou plus, ou possédant 30 sièges ou plus) les vols réguliers ou les vols d'affrètement, y compris les vols de convoyage. Les vols assurés par des avions-taxis, les vols privés, ou les vols d'aéronefs officiels d'Etat ne sont pas inclus parmi les vols admis.

c) L'expression "agent du maintien de l'ordre public" peut comprendre les agents de la sûreté locale, de même que la Gendarmerie royale du Canada et les agents du maintien de l'ordre public des organismes fédéraux des Etats-Unis.

ARTICLE II

a) Les Parties sont convenues que le prédédouanement sera maintenu à Montréal, Toronto, Winnipeg et Vancouver, et institué aux points spécifiés à l'Annexe A au présent Accord conformément au paragraphe qui suit. Le programme de prédédouanement sera élargi de manière à assurer des services dans les complexes à plusieurs aérogares en ces endroits.

b) Les Parties sont convenues en outre que le prédédouanement sera institué par le Canada à destination de villes des Etats-Unis ou par les Etats-Unis à destination de villes supplémentaires au Canada dès que les deux Parties auront manifesté leur accord à cet effet par écrit.

ARTICLE III

Là où le prédédouanement existe dans le territoire d'une des Parties, cette Partie doit:

a) Permettre aux organismes d'inspection de l'autre Partie d'effectuer le prédédouanement des passagers et de leurs possessions, des aéronefs, des équipages, des bagages et des provisions de bord d'aéronef qui ont pour destination le territoire de la Partie effectuant l'inspection et, dans ce contexte, permettre auxdits organismes de déterminer les formalités d'inspection ainsi que l'utilisation de la main-d'oeuvre.

b) Fournir, à chaque point de prédédouanement, des installations et services qui soient acceptables pour les organismes d'inspection de l'autre Partie, comme les définit l'Annexe B ou l'Annexe C, selon le cas, au présent Accord.

c) Permettre à l'autre Partie d'installer et d'exploiter les moyens de communication et les autres moyens modernes d'inspection dont elle a besoin.

d) Fournir l'aide appropriée aux fins du maintien de l'ordre public aux inspecteurs de l'autre Partie, ce qui comprend entre autres, à la demande de l'inspecteur de l'autre Partie:

(i) L'examen, par un agent du maintien de l'ordre public du territoire où a lieu l'inspection, de toute personne et des effets de cette personne qui sont soumis au prédédouanement conformément au présent Accord si, aux termes des lois du pays où a lieu le prédédouanement, cet agent est habilité et fondé à croire que la personne qui doit être examinée cherche à introduire dans l'autre pays des marchandises ou d'autres articles dont la possession constitue une infraction aux lois du pays où a lieu le prédédouanement.

(ii) L'examen, par un agent du maintien de l'ordre public, de tout complice d'une personne qui a été examinée pour les raisons et dans les conditions précisées à l'alinéa (i) ci-dessus.

(iii) Si un examen, conduit conformément aux alinéas (i) et (ii) du paragraphe d) ci-dessus, met à jour des marchandises ou d'autres articles dont la possession constitue une infraction aux lois du territoire dans lequel le prédédouanement a lieu, l'agent du maintien de l'ordre public prendra les mesures qui auraient été prises normalement si les articles ou les marchandises avaient été trouvés dans des circonstances n'ayant aucun rapport avec le prédédouanement.

e) Effectuer si possible les examens prévus au paragraphe d) de l'Article III en présence de l'inspecteur de l'autre Partie. Toute personne qui refuse de se soumettre à l'examen ne sera pas autorisée à monter à bord de l'aéronef qui effectue un vol prédédouané.

ARTICLE IV

La Partie qui effectue le prédédouanement doit:

a) Prévoir un nombre suffisant d'inspecteurs qui assureront, dans un délai raisonnable et avec efficacité, le prédédouanement des passagers et de leurs possessions, des équipages, des bagages et des provisions de bord d'aéronef pour les vols admis des transporteurs auxquels le régime du prédédouanement a été appliqué conformément à l'Article VI.

b) Veiller à ce que ses organismes d'inspection consultent le directeur de l'aéroport, les autorités compétentes de l'autre Partie et les transporteurs aériens qu'intéressent les dispositions du présent Accord.

c) Avoir le droit d'exiger s'il y a lieu le postdédouanement de tout aéronef, de tous passager ou passagers et de leurs possessions pour tout vol visé par le prédédouanement. Tout vol qui est détourné ou pour lequel un postdédouanement est exigé recevra un traitement préférentiel aux fins de l'inspection de postdédouanement.

d) Dans tous les cas où ses lois l'exigent et en particulier s'il y a probabilité de mélange entre les passagers ou bagages qui ont obtenu congé et ceux qui ne sont pas encore passés en douane, elle aura le droit de refuser le prédédouanement.

ARTICLE V

Chaque Partie s'engage à prendre toutes les mesures nécessaires pour protéger:

a) les installations et les locaux dont se sert l'autre Partie pour le prédédouanement contre toute intrusion ou dommage, et contre toute violation de l'ordre public dans lesdits locaux; ainsi que

b) les archives et documents officiels que maintiennent les organismes d'inspection.

ARTICLE VI

Le prédédouanement étant une procédure de facilitation, les Parties reconnaissent que chaque transporteur aérien doit pouvoir choisir entre le prédédouanement ou le postdédouanement sous réserve des conditions suivantes:

a) S'il demande le prédédouanement, le transporteur aérien appliquera les procédures en cause pour tous ses vols admis sur une route déterminée. Un préavis de trois mois donné aux organismes d'inspection compétents sera normalement suffisant pour les points où d'autres routes ou d'autres transporteurs bénéficient du régime de prédédouanement; toutefois, les organismes d'inspection peuvent exiger un délai supplémentaire raisonnable avant de se conformer à la procédure de prédédouanement, afin d'obtenir ou de réduire le personnel ou les installations et services qu'exigent les changements prévus.

b) Un transporteur aérien qui désire se retirer entièrement du prédédouanement en un point quelconque doit donner un préavis de douze mois aux deux Parties; il peut se retirer plus tôt, néanmoins, si aucune des Parties n'y fait objection. Pour se retirer du prédédouanement à l'égard seulement d'une ou plusieurs routes admises, les organismes d'inspection peuvent exiger qu'un préavis leur soit donné dans un délai raisonnable.

c) Les organismes d'inspection peuvent refuser d'effectuer le prédédouanement dans le cas de tout transporteur qui n'a pas encore déposé des tarifs acceptables pour l'organisme gouvernemental réglementateur en cause permettant au transporteur de refuser le transport à toute personne qui ne se soumet pas à un examen de prédédouanement et à toute personne qui, s'étant soumise à un examen de ce genre, est déclarée inapte à emprunter un vol prédédouané.

ARTICLE VII

Sauf dispositions contraires approuvées par les Parties et figurant à l'Annexe A, les frais du prédédouanement seront répartis conformément aux principes suivants:

a) Ni la Partie dans le territoire de laquelle l'inspection a lieu, ni les autorités aéroportuaires n'assumeront les frais supplémentaires imputables aux installations et services de prédédouanement, et ladite Partie et/ou les autorités aéroportuaires, selon le cas, recevront une indemnité pour l'espace utilisé aux fins du prédédouanement.

b) La Partie assurant l'inspection assumera les frais normaux relatifs à son personnel d'inspection.

c) Tous les frais de prédédouanement que doivent acquitter les transporteurs aériens seront assumés en participation pour un aéroport déterminé et feront l'objet d'une répartition équitable et non discriminatoire.

ARTICLE VIII

La Partie assurant l'inspection peut étendre l'application de ses lois et règlements de douane, d'immigration, d'agriculture et de santé publique aux aéronefs, aux passagers, aux équipages d'aéronef, aux bagages, aux marchandises et aux provisions de bord soumis au prédédouanement dans le territoire de l'autre Partie, dans une mesure conforme aux lois de la Partie sur le territoire de laquelle l'inspection a lieu.

ARTICLE IX

L'une ou l'autre des Parties peut en tout temps demander par écrit des consultations touchant l'interprétation, l'application et la modification du présent Accord et de ses Annexes. Ces consultations commenceront dans les soixante jours à compter de la date à laquelle l'autre Partie aura reçu cette demande.

ARTICLE X

Le présent Accord et ses Annexes entreront en vigueur à la date de la signature. Il restera en vigueur par la suite jusqu'à ce qu'il soit dénoncé par l'une ou l'autre des Parties au moyen d'un préavis d'un an donné par écrit à l'autre Partie.

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

DONE in duplicate at Ottawa in the English and French languages, both versions being equally authentic, this 8th day of May 1974.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT en double exemplaire à Ottawa en langues anglaise et française, les deux versions faisant également foi, ce 8ème jour de mai 1974.

[1]

William J. Porter

For the Government of the United States of America
Pour le Gouvernement des Etats-Unis d'Amérique

[SEAL]

[2]

J. Marchand

For the Government of Canada
Pour le Gouvernement du Canada

[1] William J. Porter
[2] J. Marchand

ANNEX A

PRECLEARANCE LOCATIONS

1. In the United States

Boston	Los Angeles
Chicago	Miami
Cleveland	Newark
Dallas/Ft. Worth	New York
Denver	San Francisco
Honolulu	Tampa
Houston	

2. In Canada

Calgary	Quebec
Edmonton	Toronto*
Halifax	Vancouver*
London	Victoria
Montreal*	Winnipeg*
Ottawa	

3. Those points at which preclearance exists are indicated by an asterisk. Facilities meeting the standards of Annex D will be placed into operation at Montreal no later than the opening of Mirabel Airport for international traffic. Except as waived by the inspection agencies concerned, facilities meeting standards of Annex C will be introduced at all other existing points in accordance with schedules to be agreed upon by the Parties.

4. In accordance with Article II(b) at such time as traffic justifies it and acceptable facilities are available, preclearance will be introduced at other points at the request of either Party. Such agreement shall contain specific provision for cost of construction of facilities. The inspecting Party will make available necessary personnel within 18 months.

ANNEX B

CANADIAN INSPECTION AGENCIES GUIDELINES
FOR A PRECLEARANCE FACILITY

Preclearance facilities shall meet the following standards:

1. Reasonable passenger sterility from inspection control points to aircraft;

2. Reasonable baggage sterility from inspection control point to turn over to airlines with prerogative to spot check in the baggage sorting area;

3. Office space for officers in charge of inspection agencies which conform to the inspecting Government's standards;

4. Common room with locker facilities for inspection agency staff which conform to the inspecting Government's standards;

5. Search room facilities to provide inspection agencies with an area in which a more detailed examination can be carried out;

6. Sufficient examination space to ensure privacy to the traveller at check in positions, and to provide adequate service to the travelling public;

7. Locked drawers provided in working area to store documents, stamps, etc., as well as cash collections: if sufficient volume of collections, space for a centrally located cashier;

8. Adequate wash room and communications facilities;

9. Parking facilities for staff.

ANNEX C

UNITED STATES INSPECTION AGENCIES GUIDELINES
FOR A PRECLEARANCE FACILITY

INTRODUCTION

When planning a preclearance facility, sufficient space must be provided to allow the Federal Inspectional Agencies (FIA) to conduct their examinations effectively, and ensure the sterility of the precleared passenger to be preserved from the point of examination until boarding the aircraft. Airport planners are urged to work closely with the FIA during all stages of planning and development to ensure maximum utilization of all areas of the facility.

Below are general descriptions of the FIA space and equipment requirements for a preclearance operation.

1. INSPECTION AREA

The inspection area must have sufficient space for the number of inspection counters required to process passengers in an orderly and expeditious manner. In determining this space, the following dimensions should be kept in mind:

Immigration inspection booths are usually 25 feet square with a 3-foot outside aisle. Customs baggage inspection counters are approximately 25 feet long and 2 feet 8 inches wide. Counters are paired, and form a rectangle with the inspector's work station (which houses the CRT equipment) at one end and the communications printer at the other. There should be 5-foot aisles on both sides of the counters. Specifications and technical drawings for the inspector work station and the baggage inspection counters are available from the inspectional agencies upon request.

To minimize confusion and congestion in the inspection area, it is recommended that a 40-foot queue space be provided for the Immigration inspection booths and that a 30-foot queue space be provided between Immigration inspection booths and Customs baggage inspection counters. (A schematic drawing is attached.)

Under normal conditions, the Immigration Service can process approximately 50 passengers per hour per booth and Customs can process approximately 100-120 passengers per hour through each set of inspection counters.

2. STERILE AREA

A sterile area large enough to accommodate the anticipated per-hour passenger load must be provided contiguous to the FIA passenger inspection area. A minimum of 10 square feet per passenger is recommended.

Public toilet facilities should be provided in the sterile hold room area and must be constructed to maintain the sterility by precluding contact with nonprecleared passengers and the general public.

3. BAGGAGE

A very important part of the preclearance operations is the baggage handling following the inspection. Provisions must be made for passengers' "hold baggage" to proceed under sterile conditions from the baggage inspection area directly to a sterile baggage make-up area. A sterile hold area of sufficient size to accommodate the preexamined baggage must also be provided. With adequate planning, most problems with the baggage handling requirements can be overcome.

4. INSPECTOR WORK STATIONS

Two inspector work stations must be provided for each set of baggage inspection counters. The forward work station must be constructed to house a CRT unit, and the rear work station must accommodate a small ADP printer. The CRT unit and ADP printer are inspectional aids used to expedite the processing of passengers Specifications and detailed drawings for these stations are available from the United States Customs Service upon request.

5. SEARCH ROOMS

As a part of the inspection process, it is sometimes necessary to require passengers to submit to a more thorough examination than is given to the average traveller. Therefore, search rooms are required in or immediately adjacent to the inspectional area. A minimum of two search rooms is necessary, and locations with heavy passenger traffic may require additional search rooms. Search rooms should contain at least 80 square feet of space and should have a corner bench and a shelf, with coat hooks, permanently affixed to the structure.

6. CASHIER'S OFFICE

The need for a cashier's office at a particular preclearance facility will depend upon the number of dutiable declarations filed at the location. When a cashier's office is required, it should have at least 80 square feet and should be constructed of a material that will deter unlawful entry.

7. OFFICE SPACE

The FIA will require adequate office space for supervisory and clerical support personnel as follows. The officers-in-charge of the Customs, the Immigration and the Agriculture Services will each require offices of 350 square feet, which will also accommodate their clerical support staffs. In addition, the Customs floor supervisory officer on duty requires an office of 120-150 feet located in the inspection area, where he will provide direct supervision of the operation. At least three Immigration interview rooms, approximately 120 square feet each, located in the immediate vicinity of the inspection area are required and the Agriculture Service will require a work office of approximately 150 square feet for laboratory and scientific study and analysis.

8. FEDERAL INSPECTIONAL AGENCY EMPLOYEE FACILITIES

Each preclearance facility must include, as a minimum, the following employee amenities:

a. separate toilet facilities for male and female inspectional personnel. Each toilet facility should have an adjacent locker room whose size and number of showers will depend on the number of inspectional personnel assigned.

b. a combination employee lounge and lunch room large enough to accommodate the FIA personnel assigned to duty at that location.

c. parking facilities for staff.

9. GENERAL

Each preclearance facility should provide for passenger convenience such items as: (a) central climatic control devices for heating and air conditioning; (b) adequate seating to accommodate the precleared passenger; and (c) maintenance and janitorial services in the preclearance area to ensure public acceptance.

TYPICAL INSPECTION MODULE

THE MODULE SET OUT ABOVE WILL PROCESS BETWEEN 100 AND 120 PASSENGERS PER HOUR DEPENDING UPON THE TYPE OF TRAFFIC.

ANNEX D

SPECIFIC REQUIREMENTS FOR DORVAL

In redeveloping the Montreal International Airport (DORVAL), when the international air carriers have been relocated in MIRABEL, the following requirements will be included in a revised US Federal Inspection Agencies (FIA) area.

1. A one-stop FIA centralized processing area with preservation of the respective airline independent checkin.

2. Provision of mechanized baggage transfer of tagged baggage from airline counters to the vicinity of the FIA location; claim and transfer to the inspection position to be done by the passenger. Processed baggage shall then be transferred secure for sorting and makeup.

3. Accommodation in the FIA centralized area will be to US Government standards including: customs inspection counters, queuing space, search rooms, supervisory offices, cashier accommodations, immigration inspection booths, public toilets.

4. The accommodation shall be such as to permit the secure use of electronic aids with appropriate provision for any necessary equipment rooms.

5. Processed passengers will be afforded the necessary conveniences in accommodations so as to protect the sterility requirements and preclude the need for secondary examination prior to boarding.

6. Associated facilities shall be provided including clerical support accommodation, lunch rooms, locker rooms, vehicle parking, staff toilets and lounges.

43-377 O - 75 - 50

ANNEXE A

Points de prédédouanement

1. Aux Etats-Unis

Boston	Los Angeles
Chicago	Miami
Cleveland	New York
Dallas/Ft. Worth	Newark
Denver	San Francisco
Honolulu	Tampa
Houston	

2. Au Canada

Calgary	Québec
Edmonton	Toronto*
Halifax	Vancouver*
London	Victoria
Montréal*	Winnipeg*
Ottawa	

3. Les points où existe le prédédouanement sont indiqués par un astérisque. Les installations répondant aux normes de l'Annexe D seront mises en service à Montréal au plus tard lors de l'ouverture de l'aéroport de Mirabel aux fins du trafic international. Sauf dérogation admise par les organismes d'inspection concernés, les installations et services répondant aux normes de l'Annexe C seront introduits à tous les autres points existants conformément au calendrier que fixeront les Parties.

4. Conformément au paragraphe b) de l'Article II, lorsque les exigences du trafic le justifieront et que des installations acceptables seront disponibles, le prédédouanement sera introduit en d'autres points à la demande de l'une ou l'autre des Parties. L'entente ainsi conclue renfermera des dispositions précises touchant les frais de construction des installations. La Partie assurant l'inspection fournira le personnel nécessaire dans un délai de 18 mois.

ANNEXE B

PRINCIPES DIRECTEURS DES ORGANISMES D'INSPECTION CANADIENS CONCERNANT UNE INSTALLATION DE PREDEDOUANEMENT

Les installations de prédédouanement répondront aux normes suivantes:

1. Stérilité raisonnable des passagers depuis les points de contrôle de l'inspection jusqu'à l'aéronef.

2. Stérilité raisonnable des bagages depuis le point de contrôle de l'inspection jusqu'au point de remise aux compagnies aériennes, avec privilège de vérification dans l'aire de tri des bagages.

3. Bureaux pour les préposés des organismes d'inspection, répondant aux normes du Gouvernement qui assure l'inspection.

4. Salle commune avec armoires fermant à clé pour le personnel de l'organisme d'inspection, répondant aux normes du Gouvernement qui assure l'inspection.

5. Salle de fouilles permettant aux organismes d'inspection d'effectuer un examen plus détaillé.

6. Espace d'examen suffisant pour préserver la dignité du voyageur qui se trouve au poste de vérification, et pour assurer un service adéquat au public voyageur.

7. Tiroirs fermant à clé dans les aires de travail pour conserver les documents, les timbres, etc., ainsi que l'argent reçu en espèces. Si le volume d'argent reçu est suffisant, on prévoira l'aménagement d'une caisse en un lieu central.

8. Toilettes et services de communications adéquats.

9. Moyens de stationnement pour le personnel.

ANNEXE C

PRINCIPES DIRECTEURS DES ORGANISMES D'INSPECTION DES ETATS-UNIS CONCERNANT UNE INSTALLATION DE PREDEDOUANEMENT

INTRODUCTION

Une installation de prédédouanement doit comporter suffisamment d'espace pour permettre aux organismes d'inspection fédéraux (O.I.F.) d'effectuer efficacement leurs examens, et pour préserver la stérilité du passager prédédouané depuis le point d'examen jusqu'à son embarquement à bord de l'aéronef. Les planificateurs d'aéroport sont invités à collaborer étroitement avec les O.I.F. à toutes les étapes des plans et de la mise au point afin d'assurer une utilisation maximale de toutes les aires de l'installation.

On trouvera ci-dessous des explications générales concernant les exigences des O.I.F. relativement à l'espace et au matériel requis pour une opération de prédédouanement.

1. AIRE D'INSPECTION

L'aire d'inspection doit comporter suffisamment d'espace pour le nombre de comptoirs d'inspection requis pour un passage ordonné et rapide des passagers en douane. En déterminant cet espace, on tiendra compte des dimensions suivantes:

Les boxes d'inspection de l'Immigration sont généralement de 25 pieds carrés, et dotés d'un couloir extérieur de 3 pieds. Les comptoirs d'inspection douanière des bagages ont environ 25 pieds de long et 2 pieds 8 pouces de large. Les comptoirs sont jumelés et forment un rectangle avec le poste de travail de l'inspecteur (qui abrite l'équipement TRC) à une extrémité et l'imprimante de télécommunications à l'autre extrémité. Il doit y avoir des corridors de 5 pieds de chaque côté des comptoirs. Les spécifications et les dessins techniques relatifs au poste de travail de l'inspecteur et aux comptoirs d'inspection des bagages peuvent être obtenus des organismes d'inspection sur demande.

Afin de réduire à un minimum l'embrouillement et la congestion dans l'aire d'inspection, il est recommandé d'assurer un espace de queue de 40 pieds pour les boxes d'inspection de l'Immigration et un espace de queue de 30 pieds entre les boxes d'inspection de l'Immigration et les comptoirs d'inspection douanière des bagages. (On trouvera ci-joint un schéma illustratif).

Dans des conditions normales, le service de l'Immigration peut faire passer environ 50 passagers à l'heure par box et les Douanes peuvent faire passer environ de 100 à 120 passagers à l'heure par chaque série de comptoirs d'inspection.

2. AIRE STERILE

Une aire stérile suffisamment grande pour recevoir le nombre prévu de passagers à l'heure doit être aménagée à côté de l'aire d'inspection des passagers des O.I.F. Un minimum de 10 pieds carrés par passager est recommandé.

Des toilettes publiques doivent être aménagées dans l'aire d'attente stérile et doivent être conçues de manière à maintenir la stérilité en empêchant les contacts avec les passagers qui n'ont pas subi le prédédouanement et avec le grand public.

3. BAGAGES

Une partie très importante des opérations de prédédouanement est la manutention des bagages qui suit l'inspection. Des dispositions doivent être prises pour que les bagages destinés à voyager en suite soient acheminés dans des conditions stériles depuis l'aire d'inspection directement jusqu'à l'aire stérile d'alignement des bagages. On doit prévoir aussi une aire stérile pour "bagages-soute", suffisamment grande pour recevoir les bagages préexaminés. La plupart des problèmes relatifs aux exigences de la manutention des bagages peuvent être surmontés au moyen d'une planification adéquate.

4. POSTES DE TRAVAIL DES INSPECTEURS

Deux postes de travail d'inspecteur doivent être prévus pour chaque série de comptoirs d'inspection des bagages. Le poste de travail situé en avant doit être conçu de manière à comporter un appareil TRC, et le poste de travail situé en arrière doit loger une petite imprimante TAI. L'appareil TRC et l'imprimante TAI sont des aides à l'inspection qui permettent d'accélérer le passage en douane des voyageurs. Les spécifications et les dessins détaillés de ces postes de travail peuvent être obtenus sur demande du service des Douanes des Etats-Unis.

5. SALLES DE FOUILLES

Dans le cadre du processus d'inspection, il est parfois nécessaire de demander à des passagers de se soumettre à un examen plus complet que celui que subit le voyageur moyen. Des salles de fouilles doivent donc exister dans l'aire d'inspection ou être contiguës à celle-ci. Il faut au minimum deux salles de fouilles, et les endroits où le trafic-passagers est lourd peuvent devoir en posséder davantage. Les salles de fouilles doivent avoir une superficie d'au moins 80 pieds carrés et doivent posséder un banc de coin ainsi qu'une étagère avec patères fixés de façon permanente à la structure.

6. BUREAU DU CAISSIER

La nécessité d'un bureau de caissier dans une installation de prédédounnement dépendra du nombre de déclarations d'articles soumis aux droits de douane qui sont présentées à l'endroit en question. Si son aménagement est nécessaire, le bureau du caissier doit avoir une superficie d'au moins 80 pieds carrés et doit être construit en un matériau qui empêchera tout accès illégal.

7. BUREAUX

Les organismes fédéraux d'inspection auront besoin, pour leur personnel de surveillance et leur personnel de soutien de bureau, de locaux répondant aux spécifications suivantes. Les préposés des services des Douanes, de l'Immigration et de l'Agriculture auront besoin chacun de bureaux de 350 pieds carrés qui logeront aussi leur personnel de soutien de bureau. En outre, le surveillant des douanes qui est de service a besoin d'un bureau de 120 à 150 pieds carrés, situé dans l'aire d'inspection, où il assurera une surveillance directe de l'opération. Il faut au moins trois salles d'interview de l'Immigration, d'environ 120 pieds carrés chacune, situées au voisinage immédiat de l'aire d'inspection. Le service de l'Agriculture aura besoin d'un bureau de travail d'environ 150 pieds carrés aux fins d'analyses de laboratoire et d'études ou d'analyses scientifiques.

8. INSTALLATIONS POUR LES EMPLOYES DE L'ORGANISME D'INSPECTION FEDERAL

Chaque installation de prédédouanement doit comporter, au minimum, les commodités suivantes pour les employés:

a. Toilettes distinctes pour le personnel masculin et le personnel féminin d'inspection. Elles doivent avoir dans chaque cas un vestiaire contigu avec armoires fermant à clé et comportant des douches dont le nombre et les dimensions dépendront du nombre des membres du personnel d'inspection.

b. Salon et salle à déjeuner combinés, assez grands pour recevoir les membres du personnel de l'O.I.F. qui sont affectés à cet endroit.

c. Moyens de stationnement pour le personnel.

9. GENERALITES

Chaque installation de prédédouanement doit comporter, pour le confort des passagers: a) des appareils à contrôle central de l'atmosphère pour le chauffage et la climatisation; b) suffisamment de sièges pour les passagers prédédouanés; et c) des services d'entretien et de surveillance dans l'aire de prédédouanement afin d'assurer un état satisfaisant des locaux pour le public.

LE MODULE CI-DESSUS PERMET LE PASSAGE DE 100 A 120 PASSAGERS A L'HEURE SELON LE TYPE DE TRAFIC.

TIAS 7825

ANNEXE D

EXIGENCES APPLICABLES A DORVAL

A la suite du réaménagement de l'Aéroport international de Dorval (DORVAL) et de l'installation des transporteurs aériens internationaux à MIRABEL, les exigences suivantes s'appliqueront à une aire revisée des Organismes d'inspection fédéraux (O.I.F.).

1. Aire centralisée des O.I.F., comportant un seul arrêt des passagers, avec maintien des comptoirs respectifs des entreprises de transport aérien.

2. Transport mécanisé des bagages étiquetés depuis les comptoirs des entreprises de transport aérien jusqu'au voisinage des services des O.I.F.; la réclamation et le transfert des bagages jusqu'au poste d'inspection doivent être faits par le passager. Les bagages examinés seront ensuite transportés en sécurité jusqu'au point de tri et d'assemblage.

3. Les installations de l'aire centralisée des O.I.F. seront conformes aux normes du Gouvernement des Etats-Unis: comptoirs d'inspection des douanes, espace pour la file d'attente, salles de fouilles, bureaux de surveillants, bureau de caissier, boxes d'inspection de l'Immigration, toilettes publiques.

4. Les installations seront de nature à permettre l'emploi sûr des aides électroniques et on prévoira toutes salles d'équipement indispensables.

5. Les passagers qui sont passés en douane jouiront des commodités indispensables dans les locaux de manière que les exigences de la stérilité soient respectées et qu'il n'y ait pas besoin d'un examen secondaire avant l'embarquement.

6. Des installations et services connexes seront assurés, y compris des bureaux pour le personnel de soutien, des salles à déjeuner, des vestiaires avec armoires fermant à clé, une aire de stationnement d'automobiles, des toilettes et un salon du personnel.

CANADA

Nonscheduled Air Services

Agreement signed at Ottawa May 8, 1974;
Entered into force May 8, 1974.
With exchanges of notes.

NONSCHEDULED AIR SERVICE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CANADA

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

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, [1]

Desiring to conclude an Agreement for the purpose of promoting nonscheduled air services,

Recognizing that the geographic situation of the two countries, including the location of their main centers of population, and the close relationship between their two peoples create a situation unique in international civil aviation,

Desiring to ensure the continued development of a system of air transport free from discriminatory practices, based on an equitable exchange of economic benefits to the two countries, and able to accommodate the needs of the people of the two countries with a minimum of artificial restraint arising from the existence of their common border,

Desiring to ensure equitable opportunity for the air carriers of the two countries to participate in the development of this system and to make optimum use of modern equipment,

Recognizing the existence, continuing importance, and contribution to international aviation of the Air Transport Agreement for vital scheduled services, [2] and of the Agreement on Air Transport Preclearance of air travellers, [3]

[1] TIAS 1591, 3756, 5170, 6605, 6681, 7616; 61 Stat. 1180; 8 UST 179; 13 UST 2105; 19 UST 7693; 20 UST 718; 24 UST 1019. [Footnote added by the Department of State.]

[2] TIAS 5972, 7824; 17 UST 201; *ante*, p. 748. [Footnote added by the Department of State.]

[3] TIAS 7825; *ante*, p. 763. [Footnote added by the Department of State.]

Believing furthermore that the Air Transport Agreement for scheduled air services between their territories and the Agreement on Air Transport Preclearance of air travellers should be complemented by an agreement covering nonscheduled air services between their territories, and

Desiring to ensure the orderly development of such nonscheduled air services consistent with their interests in maintaining a sound system of scheduled air services between their respective territories,

Have agreed as follows:

ARTICLE I

For the purpose of this Agreement:

(a) "Agreement" shall mean this Agreement, the Annexes attached thereto, and any amendments thereto.

(b) "Aeronautical authorities" shall mean, in the case of the United States of America, the Federal Aviation Administration with respect to the technical permission and safety standards and requirements referred to in Articles III and VI (2) respectively, otherwise the Civil Aeronautics Board, and in the case of Canada, the Canadian Air Transportation Administration with respect to the technical permission and safety standards and requirements referred to in Articles III and VI (2) respectively, otherwise the Canadian Transport Commission, or in both cases, any person or agency authorized to perform the functions exercised at present by those authorities.

(c) "Carrier" or "carriers" shall mean an air carrier or carriers designated by one Contracting Party in writing to the other Contracting Party to be a carrier which will operate any of the nonscheduled air services provided for in this Agreement.

(d) "Territory" in relation to a Contracting Party shall mean the land areas under the sovereignty, jurisdiction or trusteeship of the Contracting Party, and territorial waters adjacent thereto.

(e) "Traffic" shall mean such traffic as is specifically provided for in the Annexes attached hereto.

(f) "Nonscheduled air service" shall mean such air service as is specifically provided for in the Annexes attached hereto.

(g) "Enplane" shall mean the first taking on board of nonscheduled air service traffic on an aircraft of a carrier.

(h) "Deplane" shall mean any deboarding of nonscheduled air service traffic from an aircraft of a carrier but shall not include deboarding for nontraffic purposes.

(i) "Re-enplane" shall mean any taking on board on an aircraft of a carrier of nonscheduled air service traffic which has enplaned and deplaned.

(j) "Air Transport Agreement" shall mean the Air Transport Agreement between the Government of the United States of America and the Government of Canada signed on January 17, 1966, as amended, or any agreement which may supersede it.

(k) "Rates" shall be deemed to include all tariffs, tolls, fares, and charges for transportation, and the conditions of carriage, classifications, rules, regulations, practices, and services related thereto.

ARTICLE II

1. Each Contracting Party grants to the other Contracting Party the rights specified in the Annexes attached hereto for the carriers of the other Contracting Party to enplane, deplane, and re-enplane nonscheduled air service traffic.

2. Nothing herein is intended to affect services not covered by this Agreement.

ARTICLE III

1. Each Contracting Party shall have the right to designate, by diplomatic note to the other Contracting Party, a carrier or carriers to operate any of the nonscheduled air services provided in this Agreement.

2. Upon receipt of a designation made by one Contracting Party, and upon receipt from the carrier of an application or applications in the form and manner prescribed for such applications, the aeronautical authorities of the other Contracting Party shall grant to the carrier, subject to the provisions of Articles IV and VI, and with a minimum of procedural delay, appropriate licensing and technical authorization to operate the nonscheduled air services provided for in this Agreement.

3. The aeronautical authorities of one Contracting Party may require a carrier of the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally and reasonably applied by them to the operation of international commercial air services.

ARTICLE IV

1. Each Contracting Party reserves the right to withhold, revoke or impose conditions on the authorization referred to in Article III with respect to a carrier of the other Contracting Party in the event that:

(a) Such carrier fails or ceases to qualify before the aeronautical authorities of the first Contracting Party under the laws and regulations normally applied by those authorities;

(b) Such carrier fails to comply with the laws and regulations referred to in Article V; or

(c) The first Contracting Party is not satisfied that substantial ownership and effective control of such carrier are vested in the Contracting Party designating the airline or in nationals of that Contracting Party.

2. Unless immediate action is essential to prevent further infringement of the laws and regulations referred to in Article V, the right to revoke the authorization provided for in paragraph 1 above shall be exercised only after consultation with the other Contracting Party.

ARTICLE V

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 of the carrier or carriers of the other Contracting Party, and shall be complied with by such aircraft upon entrance into, departure from, and while within the territory of the first Contracting Party.

2. The laws, regulations, and procedures of one Contracting Party relating to the admission to or departure from its territory of passengers, baggage, cargo or crew of aircraft, including regulations and procedures relating to prevention of unlawful interference with aircraft, entry, clearance, immigration, passports, customs, and guarantine shall be complied with by or on behalf of such passengers, baggage, cargo or crew of the carrier or carriers of the other Contracting Party upon entrance into, departure from, and while within the territory of the first Contracting Party.

ARTICLE VI

1. 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 services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

2. The competent aeronautical authorities of each Contracting Party may request consultations concerning the safety standards and requirements relating to aeronautical facilities, operations, airmen, and aircraft, which are maintained and administered by the other Contracting Party. If, following such consultations, the competent aeronautical authorities of either Contracting Party find that the other Contracting Party does not effectively maintain and administer safety standards and requirements in these areas that are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation, they will notify the other Contracting Party of such findings and the steps considered necessary to bring the safety standards and requirements of the other Contracting Party up to standards at least equal to the minimum standards which may be established pursuant to said Convention, and the other Contracting Party will take appropriate corrective action. Each Contracting Party reserves the right to withhold or revoke the technical authorization referred to in Article III of this Agreement with respect to a carrier of the other Contracting Party, or to impose conditions on such authorization, in the event the other Contracting Party does not take such appropriate action within a reasonable time.

ARTICLE VII

1. Each Contracting Party shall have the right to promulgate and enforce laws and regulations governing non-scheduled air service. Such regulations shall be applied consistently with this Agreement and without discrimination against or among carriers of the other Contracting Party.

2. Where both Contracting Parties have promulgated regulations governing the same specific type of service covered in an Annex, the regulations of the Contracting Party in whose territory the enplanement occurs shall govern, unless otherwise agreed.

3. Where one Contracting Party has promulgated regulations governing a specific type of service covered in an Annex, and the other Contracting Party has not, that other Contracting Party shall accept the applicability of such regulations with respect to traffic enplaned in the territory of the first Contracting Party, unless otherwise agreed.

4. Each Contracting Party shall have the right, if the other Contracting Party promulgates regulations which alter the basic character of a specific type of service covered in an Annex, to refuse to accept the applicability of such regulations with respect to traffic enplaned in the territory of that other Contracting Party, notwithstanding the provisions of paragraphs 2 and 3 above. Such action shall normally be taken only after consultation with the other Contracting Party.

5. Either Contracting Party may submit to the other Contracting Party proposed new specific types of service for inclusion in an Annex to this Agreement. Such proposals shall normally be accompanied by explanatory statements. The other Contracting Party shall either accept the new specific

types of service within sixty days of receipt, in which case they shall be incorporated into an Annex to the Agreement by an exchange of diplomatic notes, or it shall indicate a willingness to consult promptly with the first Contracting Party.

6. Each Contracting Party may adopt and apply requirements relating to licensing procedures, administrative matters, or the collection of information, such as requirements concerning tariffs, traffic data, manifests, and similar matters.

ARTICLE VIII

The volume of nonscheduled air service traffic between the territories of the two Contracting Parties enplaned by the carriers of one Contracting Party in the territory of the other Contracting Party shall be reasonably related to the volume of such traffic enplaned by carriers of the first Contracting Party in its own territory and deplaned or re-enplaned in the territory of the other Contracting Party, taking into account the nature of the respective markets. Provisions to implement this Article shall be established in the Annexes to this Agreement.

ARTICLE IX

1. Nonscheduled air service traffic between the territories of the two Contracting Parties transported by the carriers of one Contracting Party shall not cause substantial impairment of the scheduled air services of the scheduled airlines of the other Contracting Party or of the nonscheduled air services of the carriers of the other Contracting Party.

2. Unless otherwise agreed, neither Contracting Party may impose: (a) any requirement that prior approval be obtained for any individual flight or series of flights by a carrier or carriers of the other Contracting Party which has qualified before the competent aeronautical authorities of the first Contracting Party; or (b) any restrictions on such carrier or carriers with respect to capacity, frequency or type of aircraft employed on nonscheduled air services provided for by this Agreement.

ARTICLE X

If, after review over a period of time, the laws or regulations of either Contracting Party or the operations by the carrier or carriers of one Contracting Party performed pursuant to this Agreement appear to the other Contracting Party to constitute substantial impairment of the scheduled or nonscheduled air services of the scheduled airlines or the carriers of the other Contracting Party, that other Contracting Party may request consultations in accordance with Article XV.

ARTICLE XI

1. The rates to be charged by the carriers of either Contracting Party for carriage to or from the territory of the other Contracting Party shall be reasonable, considering all relevant factors bearing upon the economic characteristics of prescribed nonscheduled air services provided for in this Agreement.

2. If the aeronautical authorities of one Contracting Party are dissatisfied with a proposed or existing rate of a carrier or carriers of the other Contracting Party, that other Contracting Party shall be so informed and the Contracting Parties shall exercise their best efforts to resolve the matter through prior consultations. Each Contracting Party shall retain the right to apply its laws and regulations with respect to such rates.

3. The aeronautical authorities of each Contracting Party shall exercise their best efforts to ensure that the rates charged and collected conform to the rates filed and in effect with each Contracting Party, and that no carrier rebates any portion of such rates by any means, directly or indirectly, including the payment of excessive sales commissions to agents.

ARTICLE XII

1. Each Contracting Party shall exempt the carriers of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees, and other national duties and charges on fuel, lubricants, consumable technical supplies, spare parts including engines, regular equipment, ground equipment, stores, and other items intended for use solely in connection with the operation, maintenance or servicing of aircraft of the carriers of the other Contracting Party. The exemptions granted by this paragraph shall apply to items:

(a) introduced into the territory of one Contracting Party by or on behalf of the carriers of the other Contracting Party;

(b) retained on board aircraft of the carriers of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;

(c) taken on board aircraft of the carriers of one Contracting Party in the territory of the other Contracting Party and intended solely for use in international air services;

whether or not such items are consumed wholly within the territory of the Contracting Party granting the exemption.

2. The exemptions provided by this Article shall also be available in situations where a carrier or carriers of one Contracting Party have entered into arrangements with one or more carriers or airlines to receive and use on loan or on transfer in the territory of the other Contracting Party the items specified in paragraph 1 above, provided that each such other carrier or airline is similarly entitled to such exemptions from the other Contracting Party.

ARTICLE XIII

1. Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control, provided that such charges shall not be higher than the charges imposed for the use of such airports and facilities by its national aircraft engaged in similar international services.

2. Neither Contracting Party shall give a preference to its own carriers over the carriers of the other Contracting Party in the application of its customs, immigration, quarantine, and similar regulations or in the use of airports, airways, and other facilities under its control.

ARTICLE XIV

Neither Contracting Party shall discriminate against a carrier or among carriers of the other Contracting Party providing the services covered by this Agreement.

ARTICLE XV

Either Contracting Party may at any time request consultations on the interpretation, application or amendment of this Agreement. Such consultations should commence as soon as practicable but not later than sixty days from the date of receipt of the request for consultations, unless otherwise agreed by the Contracting Parties.

ARTICLE XVI

1. Any dispute with respect to matters covered by this Agreement not satisfactorily resolved through consultation shall, upon request of either Contracting Party, be submitted to arbitration in accordance with the procedures set forth herein.

2. Arbitration shall be by a tribunal of three arbitrators constituted as follows:

(a) One arbitrator shall be named by each Contracting Party within two months of the date of delivery by either Contracting Party to the other of a request for arbitration. Within one month after such period of two months, the two arbitrators so designated shall by agreement designate a third arbitrator, provided that such arbitrator shall not be a national of either Contracting Party.

(b) If either Contracting Party fails to designate an arbitrator, or if the third arbitrator is not agreed upon in accordance with subparagraph (a) above, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to designate the necessary arbitrator or arbitrators.

43-377 O - 75 - 51

3. The Contracting Parties shall use their best efforts consistent with national law to put into effect any decision or award of the arbitral tribunal.

4. The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties.

ARTICLE XVII

Either Contracting Party may at any time notify the other Contracting Party by diplomatic note of its intention to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. The Agreement shall terminate one year after the date of receipt of the notice of intention to terminate, unless by agreement between the Contracting Parties such notice is withdrawn before the expiration of that time.

ARTICLE XVIII

This Agreement shall come into force on the day it is signed.

o

ACCORD RELATIF AUX SERVICES AERIENS NON REGULIERS ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DU CANADA

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Canada,

Etant parties à la Convention relative à l'aviation civile internationale ouverte à la signature à Chicago le septième jour de décembre 1944,

Désirant conclure un accord afin de promouvoir les services aériens non réguliers,

Reconnaissant que la situation géographique des deux pays, y compris la répartition de leurs principaux centres urbains, et les relations étroites qui existent entre leurs deux peuples créent une situation unique dans le domaine de l'aviation civile internationale,

Désirant assurer le développement régulier d'un système de transport aérien exempt de toute pratique discriminatoire, fondé sur un échange équitable d'avantages économiques entre les deux pays et capable de répondre aux besoins de la population des deux pays en ne comportant qu'un minimum d'entraves artificielles créées par l'existence de leur frontière commune,

Désirant permettre aux transporteurs aériens des deux pays de participer équitablement au développement de ce système et de faire un usage optimum du matériel moderne,

Reconnaissant l'existence et l'importance soutenue de l'Accord relatif aux transports aériens pour ce qui est des services aériens réguliers essentiels et de l'Accord relatif au prédédouanement des passagers aériens dans le domaine du transport aérien et leur apport à l'aviation internationale,

Estimant en outre que l'Accord relatif aux transports aériens portant sur les services aériens réguliers entre leurs territoires et l'Accord relatif au prédédouanement des passagers aériens dans le domaine du transport aérien doivent être complétés par un accord touchant les services aériens non réguliers entre leurs territoires, et

Désirant assurer le développement ordonné desdits services aériens non réguliers en conformité avec leur intérêt à maintenir un système rationnel de services aériens réguliers entre leurs territoires respectifs,

Sont convenus de ce qui suit:

ARTICLE PREMIER

Aux fins du présent Accord:

a) "Accord" désigne le présent Accord, les Annexes qui y sont jointes et toutes les modifications qui pourront y être apportées.

b) "Autorités aéronautiques" désigne, dans le cas des Etats-Unis d'Amérique, la Federal Aviation Administration pour ce qui touche l'autorisation technique et les normes et les exigences en matière de sécurité précisées aux Articles III et VI (2) respectivement ou, autrement, le Civil Aeronautics Board et, dans le cas du Canada, l'Administration canadienne des transports aériens pour ce qui touche l'autorisation technique et les normes et les exigences en matière de sécurité précisées aux Articles III et VI (2) respectivement ou, autrement, la Commission canadienne des transports, ou, dans les deux cas, toute personne ou tout organisme habilités à remplir les fonctions exercées à l'heure actuelle par ces autorités.

c) "Transporteur" ou "Transporteurs" désignent un ou plusieurs transporteurs aériens désignés par écrit par une Partie contractante à l'autre Partie contractante comme transporteur devant exploiter tout service aérien non régulier visé dans le présent Accord.

d) "Territoire", par rapport à une Partie contractante, désigne les étendues terrestres placées sous la souveraineté, la juridiction ou la tutelle de cette Partie contractante, ainsi que les eaux territoriales y adjacentes.

e) "Trafic" désigne le trafic précisé dans les Annexes jointes au présent Accord.

f) "Service aérien non régulier" désigne le service aérien précisé dans les Annexes jointes au présent Accord.

g) "Embarquement" désigne le premier chargement du trafic d'un service aérien non régulier à bord d'un aéronef d'un transporteur.

h) "Débarquement" désigne tout déchargement du trafic d'un service aérien non régulier hors d'un aéronef d'un transporteur sans toutefois inclure les déchargements à des fins non commerciales.

i) "Rembarquement" désigne tout chargement du trafic d'un service aérien non régulier qui a été embarqué à bord et débarqué d'un aéronef d'un transporteur.

j) "Accord relatif aux transports aériens" désigne l'Accord relatif aux transports aériens entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Canada qui a été signé le 17 janvier 1966 dans sa forme modifiée ou tout autre accord qui pourrait le remplacer.

k) "Tarifs" est censé comprendre tous les droits, taxes et frais de transport, ainsi que les conditions de transport, les classifications, les règles, les règlements, les pratiques et les services qui s'y rattachent.

ARTICLE II

1. Chaque Partie contractante accorde à l'autre Partie contractante les droits précisés dans les Annexes jointes au présent Accord pour ce qui est de l'embarquement, du débarquement et du rembarquement du trafic d'un service aérien non régulier par les transporteurs de l'autre Partie contractante.

2. Aucune disposition du présent Article ne modifie les services qui ne sont pas visés par le présent Accord.

ARTICLE III

1. Chaque Partie contractante aura le droit de désigner, par une note diplomatique adressée à l'autre Partie contractante, un ou plusieurs transporteurs qu'elle chargera d'exploiter tout service aérien non régulier prévu dans le présent Accord.

2. Sur réception d'un avis de désignation provenant d'une Partie contractante et d'une ou de plusieurs demandes formulées et présentées de la manière prescrite par le transporteur, les autorités aéronautiques de l'autre Partie contractante accorderont audit transporteur, sous réserve des dispositions des Articles IV et VI et dans les plus brefs délais possibles, les licences et l'autorisation technique nécessaires à l'exploitation des services aériens non réguliers prévus dans le présent Accord.

3. Les autorités aéronautiques d'une Partie contractante pourront demander à un transporteur de l'autre Partie contractante de justifier son aptitude à remplir les conditions prescrites par les lois et règlements appliqués normalement et raisonnablement par ces autorités à l'exploitation des services aériens commerciaux sur les routes internationales.

ARTICLE IV

1. Chaque Partie contractante se réserve le droit de refuser, d'annuler ou d'assortir de conditions l'autorisation indiquée à l'Article III et accordée au transporteur de l'autre Partie contractante si

a) ledit transporteur ne peut convaincre les autorités aéronautiques de la première Partie contractante qu'il satisfait aux exigences des lois et règlements appliqués normalement par ces autorités ou qu'il cesse de satisfaire auxdites exigences;

b) ledit transporteur ne se conforme pas aux lois et règlements mentionnés à l'Article V; ou

c) la première Partie contractante n'a pas obtenu la preuve qu'une part importante de la propriété et le contrôle effectif du transporteur en cause sont entre les mains de la Partie contractante désignant l'entreprise de transport aérien ou de ressortissants de cette Partie contractante.

2. A moins qu'il ne soit indispensable de prendre des mesures immédiates pour empêcher des infractions aux lois et règlements mentionnés à l'Article V, le droit d'annuler l'autorisation précisée au paragraphe 1 ci-dessus ne sera exercé qu'après consultations avec l'autre Partie contractante.

ARTICLE V

1. Les lois et règlements d'une Partie contractante relatifs à l'admission sur son territoire et au départ des aéronefs affectés à la navigation aérienne internationale, ou à l'exploitation et à la conduite de ces appareils à l'intérieur des frontières de ladite Partie contractante, s'appliquent aux aéronefs du transporteur ou des transporteurs de l'autre Partie contractante et doivent être observés par ces aéronefs lorsqu'ils entrent dans le territoire de la première Partie contractante, lorsqu'ils quittent ce territoire et pendant qu'ils se trouvent à l'intérieur de ses frontières.

2. Les lois, règlements et procédures d'une Partie contractante relatifs à l'admission sur son territoire et au départ des passagers, des bagages, des équipages et des cargaisons des aéronefs, y compris les règlements et les procédures destinés à prévenir l'intervention illicite dans l'aviation, les formalités d'admission, de congé, d'immigration, de passeports, de douane et de quarantaine devront être observés par les passagers et les équipages et pour les bagages et cargaisons du ou des transporteurs de l'autre Partie contractante ou à leur égard, lors de l'entrée dans le territoire de la première Partie contractante, lors du départ et durant le séjour à l'intérieur des frontières de ce territoire.

ARTICLE VI

1. Les certificats de navigabilité, les brevets d'aptitude et les licences qui ont été délivrés ou validés par l'une des Parties contractantes et qui sont encore en vigueur seront reconnus comme valables par l'autre Partie contractante pour l'exploitation des services prévus dans le présent Accord, à condition que les exigences d'après lesquelles ces certificats ou licences ont été délivrés ou validés soient égales ou supérieures aux normes minima qui peuvent être fixées en vertu de la Convention sur l'aviation civile internationale. Toutefois, chaque Partie contractante se réserve le droit de refuser de reconnaître, aux fins des vols effectués au-dessus de son propre territoire, les brevets d'aptitude ou les licences qui sont octroyés à ses propres nationaux par l'autre Partie contractante.

2. Les autorités aéronautiques compétentes de chaque Partie contractante peuvent demander la tenue de consultations portant sur les normes et les exigences en matière de sécurité qui sont maintenues et administrées par l'autre Partie contractante relativement aux installations aéronautiques, à l'exploitation, au personnel navigant et aux aéronefs. Si, à la suite de ces consultations, les autorités aéronautiques compétentes de l'une ou l'autre des Parties contractantes jugent que l'autre Partie contractante ne maintient ou n'administre pas de façon efficace dans ces secteurs des normes et des exigences en matière de sécurité qui soient équivalentes ou supérieures aux conditions

minima qui peuvent être établies en vertu de la Convention relative à l'aviation civile internationale, elles feront part à l'autre Partie contractante de leurs constatations et des mesures jugées nécessaires pour rendre les normes et les exigences de l'autre Partie contractante en matière de sécurité au moins équivalentes aux normes minima qui peuvent être établies en vertu de ladite Convention, et l'autre Partie contractante prendra les mesures de redressement qui s'imposent. Chaque Partie contractante se réserve le droit de refuser ou d'annuler l'autorisation technique visée à l'Article III du présent Accord à l'égard d'un transporteur de l'autre Partie contractante ou d'assortir de conditions ladite autorisation advenant le cas où l'autre Partie contractante ne prend pas les mesures qui s'imposent dans un délai raisonnable.

ARTICLE VII

1. Chaque Partie contractante aura le droit de promulguer et de mettre en vigueur des lois et règlements régissant les services aériens non réguliers. Ces règlements seront appliqués en conformité des dispositions du présent Accord et sans discrimination à l'endroit des ou entre les transporteurs de l'autre Partie contractante.

2. Lorsque les deux Parties contractantes ont promulgué des règlements régissant le même genre particulier de service visé dans une Annexe, les règlements de la Partie contractante dans le territoire de laquelle l'embarquement s'effectue prévaudront, sauf entente contraire.

3. Lorsqu'une seule des Parties contractantes a promulgué des règlements régissant un genre particulier de service visé dans une Annexe, l'autre Partie contractante acceptera l'application de ces règlements pour ce qui est de l'embarquement du trafic dans le territoire de la première Partie contractante, sauf entente contraire.

4. Si l'autre Partie contractante promulgue des règlements qui modifient le caractère fondamental d'un genre particulier de service visé dans une Annexe, chaque Partie contractante aura le droit de ne pas accepter l'application de ces règlements pour ce qui est de l'embarquement du trafic dans le territoire de l'autre Partie contractante, nonobstant les dispositions des paragraphes 2 et 3 ci-dessus. Cette mesure ne sera normalement prise qu'après consultations avec l'autre Partie contractante.

5. L'une ou l'autre des Parties contractantes peut proposer à l'autre Partie contractante de nouveaux genres particuliers de service qui pourront être inclus dans une annexe au présent Accord. Ces propositions seront normalement accompagnées d'explications. L'autre Partie contractante pourra, soit accepter les nouveaux genres particuliers de service dans les soixante jours qui suivront la réception et, dans un tel cas, les propositions seront incorporées à une annexe au présent Accord par échange de notes diplomatiques, soit indiquer son désir de consulter sans délai la première Partie contractante.

6. Chaque Partie contractante peut adopter et appliquer les exigences relatives aux pratiques régissant la délivrance des licences, aux questions administratives ou à la collecte de l'information, y compris les exigences concernant les tarifs, les données relatives au trafic, les manifestes et d'autres questions analogues.

ARTICLE VIII

Le volume du trafic des services aériens non réguliers entre les territoires des deux Parties contractantes qui sera embarqué par les transporteurs d'une Partie contractante dans le territoire de l'autre Partie contractante devra correspondre dans une mesure raisonnable au volume du trafic embarqué par les transporteurs de la première Partie contractante dans son propre territoire et débarqué ou rembarqué dans le territoire de l'autre Partie contractante, compte tenu de la nature des marchés respectifs. Les dispositions visant la mise en application du présent Article sont établies dans les Annexes du présent Accord.

ARTICLE IX

1. Le trafic des services aériens non réguliers entre les territoires des deux Parties contractantes qui est acheminé par les transporteurs d'une Partie contractante ne devra pas nuire de façon marquée aux services aériens réguliers des entreprises de transport aérien régulier de l'autre Partie contractante ou aux services aériens non réguliers des transporteurs de l'autre Partie contractante.

2. Sauf entente contraire, aucune des deux Parties contractantes ne pourra imposer a) une condition quelconque concernant l'obtention préalable de l'autorisation pour tout vol particulier ou pour toute série de vols effectués par un ou plusieurs transporteurs de l'autre Partie contractante qui se sont qualifiés auprès des autorités aéronautiques compétentes de la première Partie contractante ou b) une restriction quelconque à l'égard de ce ou ces transporteurs en ce qui a trait à la capacité, à la fréquence ou au type d'aéronef utilisé dans des services aériens non réguliers prévus par le présent Accord.

ARTICLE X

Si, après un examen portant sur une certaine période, les lois ou règlements de l'une ou l'autre des Parties contractantes ou l'exploitation du ou des transporteurs d'une Partie contractante en application du présent Accord semblent, de l'avis de l'autre Partie contractante, nuire de façon marquée aux services aériens réguliers ou non réguliers des entreprises de transport aérien régulier ou des transporteurs de l'autre Partie contractante, ladite autre Partie contractante pourra demander la tenue de consultations en conformité de l'Article XV.

ARTICLE XI

1. Les tarifs imposés par les transporteurs de l'une ou l'autre Partie contractante pour le service à destination ou en provenance du territoire de l'autre Partie contractante seront fixés à des taux raisonnables, compte tenu de tous les facteurs pertinents qui influent sur les caractéristiques économiques des services aériens non réguliers prescrits prévus dans le présent Accord.

2. Si les autorités aéronautiques d'une Partie contractante sont insatisfaites d'un tarif proposé ou existant d'un ou de plusieurs transporteurs de l'autre Partie contractante, ladite autre Partie contractante en sera avisée et les deux Parties contractantes s'efforceront de résoudre la question au moyen de consultations préalables. Chaque Partie contractante se réserve le droit d'appliquer ses lois et règlements à l'égard de ces tarifs.

3. Les autorités aéronautiques de chaque Partie contractante veilleront à ce que les tarifs imposés et perçus soient conformes aux tarifs déposés et en vigueur auprès de chaque Partie contractante, et à ce qu'aucun transporteur ne réduise un de ces tarifs d'une manière quelconque, soit directement, soit indirectement, notamment en versant une commission de vente excessive à ses agents.

ARTICLE XII

1. Chaque Partie contractante, dans toute la mesure où sa législation nationale le permet, exemptera les transporteurs de l'autre Partie contractante des restrictions à l'importation, des droits de douane, des droits d'accise, des frais de visite et des autres droits et taxes nationaux sur les carburants, les huiles lubrifiantes, les fournitures techniques consommables, les pièces de rechange y compris les moteurs, l'équipement normal, l'équipement terrestre, les provisions et autres articles qui doivent être utilisés uniquement pour l'exploitation, l'entretien ou la réparation des aéronefs des transporteurs de l'autre Partie contractante. Les exemptions accordées en vertu du présent paragraphe s'appliqueront aux articles

a) introduits dans le territoire d'une Partie contractante par les transporteurs de l'autre Partie contractante ou en leur nom;

b) conservés à bord des aéronefs des transporteurs d'une Partie contractante au moment de l'arrivée dans le territoire de l'autre Partie contractante ou au départ dudit territoire;

c) pris à bord des aéronefs des transporteurs d'une Partie contractante dans le territoire de l'autre Partie contractante, et destinés à n'être utilisés qu'en service aérien international;

que ces articles soient consommés ou non entièrement à l'intérieur du territoire de la Partie contractante qui accorde l'exemption.

2. Les exemptions prévues par le présent Article s'appliqueront également dans les cas où un ou plusieurs transporteurs d'une Partie contractante auront pris des dispositions auprès d'un ou de plusieurs transporteurs ou entreprises de transport aérien afin de recevoir et d'utiliser par voies de prêt ou de transfert dans le territoire de l'autre Partie contractante les articles spécifiés au paragraphe 1 ci-dessus pourvu que chacun des transporteurs ou entreprises de transport aérien précités ait également droit à ces exemptions de la part de l'autre Partie contractante.

ARTICLE XIII

1. Chaque Partie contractante peut imposer ou permettre que l'on impose des droits justes et raisonnables pour l'utilisation des aéroports publics et autres installations qui se trouvent sous son contrôle, à la condition que ces droits ne soient pas plus élevés que ceux que doivent acquitter ses aéronefs nationaux assurant des services aériens internationaux semblables.

2. Aucune des Parties contractantes n'accordera de préférence à ses transporteurs par rapport à ceux de l'autre Partie contractante dans l'application de ses règlements de douane, d'immigration, de quarantaine ou d'autres règlements semblables ou dans l'utilisation des aéroports, voies aériennes et autres installations qui se trouvent sous son contrôle.

ARTICLE XIV

Aucune des Parties contractantes ne fera de discrimination au détriment d'un transporteur ou de certains transporteurs de l'autre Partie contractante qui assurent les services visés par le présent Accord.

ARTICLE XV

L'une ou l'autre des Parties contractantes peut réclamer à n'importe quel moment la tenue de consultations sur des questions qui se rattachent à l'interprétation, à la mise en oeuvre, à l'application ou à la modification du présent Accord. Ces consultations doivent commencer dès que possible, et au plus tard dans les soixante jours qui suivent la date de réception de la demande de consultation, sauf entente contraire entre les Parties contractantes.

ARTICLE XVI

1. Tout différend relatif à des questions visées par le présent Accord qui n'aura pas été réglé de manière satisfaisante par voie de consultations sera, à la demande d'une des Parties contractantes, soumis à un arbitrage conformément à la procédure exposée dans le présent Article.

2. L'arbitrage sera confié à un tribunal de trois arbitres, constitué comme il suit:

a) Chaque Partie contractante désignera un arbitre dans les deux mois de la date à laquelle une des Parties contractantes aura présenté une demande d'arbitrage à l'autre Partie contractante. Dans un délai d'un mois après cette période de deux mois, les deux arbitres choisis désigneront d'un commun accord un troisième arbitre qui ne devra être ressortissant ni de l'un ni de l'autre Etat contractant.

b) Si l'une ou l'autre des Parties contractantes ne désigne pas d'arbitre, ou faute d'entente sur le choix du troisième arbitre en conformité de l'alinéa a) ci-dessus, l'une ou l'autre des Parties contractantes pourra demander au président du Conseil de l'Organisation de l'aviation civile internationale de désigner un ou plusieurs arbitres, selon le cas.

3. Les Parties contractantes s'efforceront, dans toute la mesure où le permettra leur législation nationale, de mettre à exécution les décisions du tribunal d'arbitrage.

4. Les frais du tribunal d'arbitrage, y compris la rémunération et les frais des arbitres seront partagés également entre les Parties contractantes.

ARTICLE XVII

L'une ou l'autre des Parties contractantes pourra à n'importe quel moment notifier par note diplomatique à l'autre Partie contractante son intention de dénoncer le présent Accord. Cette notification sera communiquée simultanément à l'Organisation de l'aviation civile internationale. L'Accord prendra fin un an après la date de réception de la notification par l'autre Partie contractante, sauf si la notification est annulée d'un commun accord avant l'expiration de ce délai.

ARTICLE XVIII

Le présent Accord entrera en vigueur à la date de sa signature.

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

DONE in duplicate at Ottawa in the English and French languages, both versions being equally authentic, this 8th day of May 1974.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT en double exemplaire à Ottawa en langues anglaise et française, les deux versions faisant également foi, ce 8ième jour de mai 1974.

William J. Porter [1]
For the Government of the United States of America
Pour le Gouvernement des Etats-Unis d'Amérique

[SEAL]

J. Marchand [2]
For the Government of Canada
Pour le Gouvernement du Canada

[1] William J. Porter
[2] J. Marchand

ANNEX A

SPECIFIED RIGHTS

I. Definitions

For the purpose of providing the services covered by this Agreement and its Annexes:

A. "Large aircraft" shall mean an aircraft having both:

(1) a maximum passenger capacity of more than 30 seats or a maximum payload capacity of more than 7,500 pounds; and

(2) a maximum authorized take-off weight on wheels greater than 35,000 pounds.

B. "Small aircraft" shall mean an aircraft which is not a "large aircraft" as defined above.

C. "Maximum passenger capacity" and "maximum payload capacity" shall have the meanings assigned to them in regulations of the Civil Aeronautics Board.

D. "Maximum authorized take-off weight on wheels" shall have the meaning assigned to it in regulations of the Canadian Transport Commission.

II. United States of America

Subject to the requirements of this and other Annexes to the Agreement, a carrier or carriers of the United States of America, when providing the services prescribed in Annex B to this Agreement for the movement of nonscheduled air service traffic between a point or points in the territory of one Contracting Party and a point or points in the territory of the other Contracting Party (including transportation by other modes on either an outgoing or return leg of a round-trip journey), shall be entitled to:

A. Enplane (and subsequently deplane on return trips) at any point or points in the territory of Canada nonscheduled air service traffic which is to be deplaned or re-enplaned at any point or points in the territory of the United States.

B. Deplane or re-enplane at any point or points in the territory of Canada nonscheduled air service traffic which has been enplaned at any point or points in the territory of the United States.

III. Canada

Subject to the requirements of this and other Annexes to the Agreement, a carrier or carriers of Canada, when providing the services prescribed in Annex B to this Agreement for the movement of nonscheduled air service traffic between a point or points in the territory of one Contracting Party and a point or points in the territory of the other Contracting Party (including transportation by other modes on either an outgoing or return leg of a round-trip journey), shall be entitled to:

A. Enplane (and subsequently deplane on return trips) at any point or points in the territory of the United States nonscheduled air service traffic which is to be deplaned or re-enplaned at any point or points in the territory of Canada.

B. Deplane or re-enplane at any point or points in the territory of the United States nonscheduled air service traffic which has been enplaned at any point or points in the territory of Canada.

IV. Directional Balance of Enplanements

A. The number of flights[1] of each carrier of one Contracting Party, which have enplaned nonscheduled air service traffic in the territory of the other Contracting Party, shall not have exceeded by more than one-third the number of flights by such carrier which have enplaned nonscheduled air service traffic in the territory of the first Contracting Party during the period of time beginning with the first quarter year (ending on March 31, June 30, September 30, and December 31) in which such carrier first performed any flight transporting nonscheduled air service traffic under this Agreement and ending with the most recently completed quarter year. The aeronautical authorities of that other Contracting Party may withhold approval of a flight, series of flights or part of a series of flights proposed to be operated by a carrier of the first Contracting Party if such carrier has, at the end of any quarter year, other than the first quarter year of its operations under this Agreement, exceeded the above directional balance relationship. Any such withholding of approval shall not extend beyond the last day of the quarter year after the quarter year in which such conformity has been restored.

B. Paragraph A above shall be applied separately for each carrier to:

(1) Large aircraft flights for the movement of traffic in passengers;

(2) Large aircraft flights for the movement of traffic in property;

(3) Small aircraft flights for the movement of traffic in passengers; and

(4) Small aircraft flights for the movement of traffic in property.

C. The provisions of paragraph A above shall not be applicable to the following flights, but such flights shall be subject to the provisions of Annex C to the extent specified therein:

(1) Round-trip flights performed in charter air service as single entity passenger charters to a parent or affiliate of the carrier solely for land sales purposes, and where no charge or other financial obligation is imposed directly or indirectly on the passenger as a condition of carriage or accommodation during the trip;

---

(1) For the purposes of this provision, any flight, either one-way or round-trip (including circle tour and open-jaw as round-trip), shall be counted as one flight.

(2) Flights utilizing aircraft having a maximum authorized take-off weight on wheels not greater than 18,000 pounds;

(3) Flights by carriers, which are also airlines performing scheduled air services under the Air Transport Agreement, which enplane non-scheduled air service traffic at a terminal or terminals of the international route in the territory of the other Contracting Party, for which that carrier is a designated or otherwise authorized airline under the Air Transport Agreement and which deplane or re-enplane such traffic at the terminal or terminals of the route in the territory of the Contracting Party of which the carrier is a national, or at the intermediate point or points named in the license issued to that carrier by the aeronautical authorities of the other Contracting Party;

(4) Flights by United States carriers, which are also airlines performing scheduled air services under the Air Transport Agreement, which enplane non-scheduled air service traffic in passengers at a terminal or terminals in the territory of Canada of an international route having a terminal or terminals in the State of Hawaii, California, Nevada, Arizona, Florida, Puerto Rico or the U.S. Virgin Islands for which that carrier is designated under the Air Transport Agreement and which deplane or re-enplane such traffic at any point or points on the route system of that carrier also lying within one or more of the above-named areas in which the route terminal or terminals lie; and

(5) Flights by United States carriers, which are not carriers falling under subparagraph 3 or 4 above, which enplane nonscheduled air service traffic in passengers at a point or points in the territory of Canada and deplane or re-enplane such traffic at any point or points in the State of Hawaii, California, Nevada, Arizona, Florida, Puerto Rico or the U.S. Virgin Islands.

V. Conditions and Interpretations

A. Transportation under this Agreement of traffic having a prior, subsequent or intervening movement by any mode of air transportation to or from territories other than those of the United States and Canada is prohibited, except for passengers moving independently of any group.

B. The performance of any otherwise authorized non-scheduled air service by a carrier as an aircraft lessee shall be considered as an operation under this Agreement, subject to conditions which either Contracting Party may establish governing "dry" or "wet" leases. However, operations conducted by a carrier as a lessor of an aircraft shall not be deemed to be within the scope of this Agreement insofar as the lessor is concerned.

C. A carrier which operates flights of the types listed in subparagraphs (1) and (2) of paragraph C of Section IV of this Annex for enplanements in the territory of the Contracting Party of which it is a national shall not thereby acquire an entitlement to operate different types of flights for enplanements in the territory of the other Contracting Party.

D. Each Contracting Party recognizes that for ecological reasons it may be necessary to place restrictions or bans within its territory on certain nonscheduled air services, such as float plane flights to and from wilderness lakes. If such restrictions or bans are applied to the international traffic of carriers of the other Contracting Party to and from the ultimate destinations of the traffic in the affected area, that other Contracting Party may impose such conditions on the carriers of the Contracting Party placing the restrictions or bans as may be necessary to ensure equality of treatment with respect to such traffic.

E. The aeronautical authorities of Canada may, in licensing small aircraft operations by carriers of the United States, limit the right to enplane nonscheduled air service traffic in the territory of Canada to two adjacent Provinces or Territories of Canada (at the selection of the carrier being licensed), with New Brunswick, Nova Scotia, and Prince Edward Island being considered as a single province for this purpose. Should the aeronautical authorities of Canada utilize this option, they will nevertheless consider authorizing, upon application, small aircraft enplanements by such carriers elsewhere in Canada, at least for an experimental period, in order that the need, if any, for the limitation may be empirically evaluated.

F. A carrier of one Contracting Party may not take on board at one point in the territory of the other Contracting Party nonscheduled air service traffic destined for another point or points in the territory of such other Contracting Party. However, a carrier of one Contracting Party may provide a stopover at any such points to:

(1) Nonscheduled air service traffic in passengers carried on large aircraft which has been enplaned in the territory of the Contracting Party of which such carrier is a national and which is moving under a contract providing for nonscheduled air service transportation on the same carrier to or from a point or points in the territory of the Contracting Party of which such carrier is a national, even if a different aircraft is used; and

(2) Nonscheduled air service traffic in passengers carried on small aircraft which has been enplaned in the territory of the Contracting Party of which such carrier is a national (and subsequently will be returned to that territory) and which is moving under a contract providing for nonscheduled air service transportation on the same carrier to or from a point or points in the territory of the Contracting Party of which such carrier is a

national if the same aircraft stays with the traffic throughout its journey; provided, however, that if an aircraft having a maximum authorized take-off weight on wheels of less than 18,000 pounds is to be used, the aeronautical authorities of the other Contracting Party may require that special authorization, to be justified by the needs of the traffic, be requested and obtained for such operations.

ANNEX B

PRESCRIBED SERVICES

I. Definitions

For the purpose of providing the services prescribed in this Annex:

A. "Nonscheduled air service" shall be limited to "charter air service" permitted hereunder.

B. "Traffic" shall mean passengers, including their accompanied baggage, and property, but shall not include passengers and property moved under contract to the military authorities of either Contracting Party.

C. "Charter air service" shall mean commercial air transportation of traffic on a time, mileage or trip basis by a carrier or carriers, where the entire planeload capacity of one or more aircraft has been engaged.

D. "Single Entity" shall, with respect to enplanements in the Territory of Canada, have the meaning assigned to "entity" in the regulations of the Canadian Transport Commission.

E. "Property" shall, with respect to enplanements in the Territory of Canada, have the meaning assigned to "goods" in the regulations of the Canadian Transport Commission.

II. Prescribed Service Types - Large Aircraft

The following types of charter air service may be performed with large aircraft for enplanements by carriers in the territories indicated:

Types	Territory
A. As set forth in Civil Aeronautics Board Regulations	
Single Entity Passenger)	
Single Entity Property)	
Pro Rata Affinity)	
Mixed (Entity/Pro Rata))	United States of America
Inclusive Tour)	
Study Group)	
Overseas Military Personnel)	
Travel Group)	
NOTE: The same aircraft may be chartered to more than one charterer and/or for transportation of more than one group solely pursuant to conditions set forth in the regulations referred to above.	

43-377 O - 75 - 52

	Types	Territory
B.	As set forth in Canadian Transport Commission Air Carrier Regulations	
	Single Entity Passenger)	
	Single Entity Property)	
	Pro Rata Common Purpose)	Canada
	Advance Booking)	
	Inclusive Tour)	
	NOTE: The same aircraft may be chartered to more than one charterer and/or for transportation of more than one group solely pursuant to conditions set forth in the regulations referred to above.	

III. Prescribed Service Types - Small Aircraft

A. The charterworthiness of enplanements with small aircraft in the territory of the United States by carriers shall be established by conformity with the definition in Section I (C) of this Annex, provided that each aircraft has been engaged by a person for his own use or by a person for the transportation of a group of persons and/or their property, as agent or representative of such group.

B. The charterworthiness of enplanements with small aircraft in the territory of Canada by carriers shall be established by conformity with: (1) the definition in Section I (C) of this Annex; and (2) a charter type specified in Section II (B) of this Annex, applicable to such aircraft.

IV. Conditions and Requirements

A. The aeronautical authorities of the Contracting Party in which the traffic is to be enplaned may withhold approval with respect to charterworthiness of a flight, series of flights or part of a series of flights proposed to be operated by a carrier of the other Contracting Party if the charterworthiness criteria, conditions and requirements established by the first Contracting Party are not met, provided, however, that:

(1) Notification of any withholding of such approval is given to the carrier within (a) 30 days of the initial filing in the case of other than single entity charters, or (b) 10 days of the initial filing in the case of single entity charters;

(2) Any such withholding of approval shall be withdrawn if the charterworthiness criteria, conditions, and requirements are subsequently met; and

(3) Approval may be revoked at any time if the charterworthiness criteria, conditions, and requirements are not met.

B. Charterworthiness criteria, conditions, and requirements shall be applied by the aeronautical authorities of the Contracting Party in which the traffic is to be enplaned on an objective and non-discriminatory basis to the carriers of both Contracting Parties.

ANNEX C

SPECIAL PROVISIONS FOR UNIDIRECTIONAL MARKETS

I. Application

This Annex applies to the types of nonscheduled air service specified in the Schedules attached hereto, within the market areas defined therein, such markets having been identified as being unidirectional in enplanements in the territory of one or the other Contracting Party for reasons related to climate, geography, availability of particular recreational facilities at the point or points of deplanement or other largely natural conditions.

II. Governing Provisions

The volume of nonscheduled air service seats offered collectively by the carriers of each Contracting Party in each market area defined in the Schedules attached hereto shall be governed by the following provisions:

A. The aeronautical authorities of the Contracting Party in which the traffic is enplaned shall, on or before March 1 of each calendar year, make and announce at the same time to all carriers preliminary forecasts of the number of seats in each Schedule to which the percentages specified therein will be applied for the operating year beginning on April 1 of that calendar year and ending on the following March 31. Not later than June 30 of each operating year, the aeronautical authorities of the Contracting Party in which the traffic is enplaned shall make and announce at the same time to all carriers final forecasts of the number of seats in each Schedule to which the percentages specified therein will be applied for the operating year in progress. The final forecast for each Schedule shall not be less than the preliminary forecast for each corresponding Schedule, and no forecast shall be less than the number of seats actually flown, or, in the case of the preliminary forecasts, projected to have been flown, by all carriers in each Schedule during the first previous calendar year, modified in proportion to the rate of change experienced from the second previous calendar year to the first previous calendar year as follows:

(1) one percent, for each full percent of the actual change, for that part of the change up to and including 15 percent, and

(2) three-quarters of one percent, for each full percent of the actual change, for that part of the change from 16 up to and including 35 percent, and

(3) one-half of one percent, for each full percent of the actual change, for that part of the change from 36 up to and including 70 percent, and

(4) one-quarter of one percent, for each full percent of the actual change, for that part of the change over 70 percent;

with fractions of percentages rounded to the nearest whole number.

B. Any seat, either one-way or round-trip (including circle tour and open-jaw as round-trip), shall be counted as one seat.

C. Each carrier shall submit at the same time to the aeronautical authorities of both Contracting Parties any statements, documents or information required, prior to the organization of traffic, by the rules of the Contracting Party in which the traffic is proposed to be enplaned.

D. The aeronautical authorities of the Contracting Party in which the traffic is to be enplaned may withhold approval of a flight, series of flights or part of a series of flights proposed to be operated by a carrier of the other Contracting Party to the extent that the number of seats on such flight or flights, when added to the number of seats previously approved for operations by all carriers of that Contracting Party in a Schedule, would exceed their percentage, as set forth in that Schedule, of the preliminary or final forecast for that Schedule. However, if the carriers of the first Contracting Party have received approval for the operation of a total number of seats in a Schedule in excess of their percentage, as set forth in that Schedule, of the preliminary or final forecast for that Schedule, approval may be withheld with respect to carriers of the other Contracting Party only to the extent that the excess of such carriers would be greater than the excess of the carriers of the first Contracting Party by more than the proportion of the respective percentages in that Schedule. If approval for a flight or flights has been withheld pursuant to this paragraph, such flight or flights shall subsequently be approved to the extent that the conditions specified in this paragraph may later become inapplicable.

E. Applications involving proposed operations during the upcoming operating year submitted prior to the announcement of the preliminary forecast for that operating year shall be acted upon when that forecast is announced.

F. If approval for a flight or flights of a carrier has been withheld, pursuant to paragraph D above, such carrier may submit an application to the aeronautical authorities of the Contracting Party withholding the approval requesting that such flight or flights be approved as required by the public convenience and necessity if such Contracting Party is Canada or the public interest if such Contracting Party is the United States of America. Such applications shall be processed under the laws and regulations of the Contracting Party withholding the approval.

G. In order to assure that the foregoing provisions operate equitably and do not serve to restrict the market artificially, the aeronautical authorities of the Contracting Parties will maintain close and frequent contact as necessary to resolve such questions of implementation as may arise.

III. Review Provisions

A. The Contracting Parties shall consult, pursuant to Article XV of the Agreement, if the actual number of seats flown by all carriers in a Schedule during an operating year is greater or less than the forecast for that Schedule by more than 15 percent in order to agree on improved methods of forecasting.

B. Within six months after the end of each operating year, the Contracting Party in which the traffic is enplaned shall inform the other Contracting Party of the total number of seats flown in each of the Schedules, broken down by specific service types, by areas of destination, and by carriers.

Schedule 1

A. Market area: Enplanements in the territory of Canada and deplanements in the State of Hawaii.

B. Types of nonscheduled air service: All passenger charters except those encompassed by subparagraph (2) of paragraph C of Section IV of Annex A.

C. Percentages to be applied to the preliminary and final forecasts for the market area defined in paragraph A above:

		United States Carriers	Canadian Carriers
First Phase :	April 1, 1974-March 31, 1975	10	90
	April 1, 1975-March 31, 1976	10	90
Second Phase :	April 1, 1976-March 31, 1977	20	80
	April 1, 1977-March 31, 1978	20	80
Final Phase :	April 1, 1978-March 31, 1979	25	75
	and any subsequent operating year		

Schedule 2

A. Market area: Enplanements in the territory of Canada and deplanements in Florida.

B. Types of nonscheduled air service: All passenger charters except those encompassed by subparagraphs (1) and (2) of paragraph C of Section IV of Annex A.

C. Percentages to be applied to the preliminary and final forecasts for the market area defined in paragraph A above:

		United States Carriers	Canadian Carriers
First Phase :	April 1, 1974-March 31, 1975	10	90
	April 1, 1975-March 31, 1976	10	90
Second Phase :	April 1, 1976-March 31, 1977	20	80
	April 1, 1977-March 31, 1978	20	80
Final Phase :	April 1, 1978-March 31, 1979	25	75
	and any subsequent operating year		

Schedule 3

A. Market area: Enplanements in the territory of Canada and deplanements in the State of Hawaii, Florida, California, Arizona, Nevada, Puerto Rico, and the U.S. Virgin Islands.

B. Types of nonscheduled air service: All passenger charters except those encompassed by subparagraphs (1) and (2) of paragraph C of Section IV of Annex A.

C. Percentages[1] to be applied to the preliminary and final forecasts[2] for the market area defined in paragraph A above:

		United States Carriers	Canadian Carriers
First Phase :	April 1, 1974-March 31, 1975	20	80
	April 1, 1975-March 31, 1976	20	80
Second Phase :	April 1, 1976-March 31, 1977	35	65
	April 1, 1977-March 31, 1978	35	65
Final Phase :	April 1, 1978-March 31, 1979	40	60
	and any subsequent operating year		

(1) For the purpose of implementation of Section II(D) of this Annex and paragraph B above, proposed enplanements in Canada with deplanements in the State of Hawaii shall be governed exclusively by Schedule 1 to this Annex, and proposed enplanements in Canada with deplanements in Florida shall be governed exclusively by Schedule 2 to this Annex.

(2) The minimum preliminary and final forecasts to be applied for this Schedule shall be no less than 120 percent of the preliminary and final forecasts applicable to the State of Hawaii, Florida, and Nevada combined.

IMPLEMENTATION, ADMINISTRATION AND ENFORCEMENT

I. Flight Authorizations and Notifications

A. The aeronautical authorities of one Contracting Party may require that a carrier of the other Contracting Party apply for approval of each flight or series of flights and await receipt of such approval prior to the operation of any flight involving enplanements, in the territory of the first Contracting Party, which utilize aircraft having a maximum authorized take-off weight on wheels greater than 18,000 pounds. Such approval may be withheld only in accordance with paragraph A of Section IV of Annex A, Section IV of Annex B, or Section II of Annex C. Applications for approval in emergency situations may be made by telegram or telephone giving essential details with normal documentation being provided as soon as possible.

B. It is the intention of the Contracting Parties to cooperate to the maximum extent possible on matters covered by paragraph A above in an attempt to avoid the necessity of the aeronautical authorities of one Contracting Party acting directly against a carrier or carriers of the other Contracting Party. In particular, withholding of approval pursuant to paragraph A of Section IV of Annex A will normally be taken only after consultation with the other Contracting Party for the purpose of resolving the matter. In addition, if a carrier substantially exceeds the requirements of paragraph A of Section IV of Annex A during any period of time, or if, with respect to traffic not subject to paragraph C of Section IV of Annex A, the relationship of the carrier's volume of traffic, enplaned in the territory of the Contracting Party of which it is not a national, to the volume of traffic such carrier enplaned in the territory of the Contracting Party of which it is a national, substantially exceeds the relationship set forth in paragraph A of Section IV of Annex A, the Contracting Parties shall consult promptly at the request of either, in order to decide what corrective action should be taken to avoid the continuation of the imbalance.

C. The aeronautical authorities of one Contracting Party may, with respect to nonscheduled air service traffic enplaned in the territory of the other Contracting Party and deplaned in the territory of the first Contracting Party, require that carriers of both Contracting Parties transmit a notification in advance of all flights utilizing aircraft having a maximum authorized take-off weight on wheels greater than 18,000 pounds, to the aeronautical authorities of the first Contracting Party, provided, however, that such transmittal shall not be required more than 48 hours in advance of the flight, except that in cases where contracting takes place less than 48 hours in advance of the flight, transmittal shall be as soon as possible, if necessary by telegram or telephone. The information required to be provided in any such notification shall be limited to the type of charter, routing, date or dates of operation, aircraft type, and number of seats or volume of space contracted for.

II. Enforcement Cooperation

To minimize the administrative burdens of enforcement procedures on carriers and organizers with respect to advance booking and travel group charters, and at the same time to coordinate enforcement procedures with respect to such charters, the aeronautical authorities of the Contracting Party in which the traffic is enplaned shall, on request, transmit to the aeronautical authorities of the other Contracting Party as soon as practicable, passenger lists and other appropriate documents to facilitate the conduct of spot checks of flights. The aeronautical authorities of that other Contracting Party shall not require the routine filing with them of passenger lists and other documents for advance booking and travel group charters which enplane traffic in the territory of the first Contracting Party. The aeronautical authorities of that other Contracting Party shall transmit to the aeronautical authorities of the first Contracting Party, for appropriate enforcement of the latter's regulations, evidence obtained of possible violations on flights operated pursuant to such regulations, rather than interrupt the flight and cause inconvenience to the travelling public.

III. Reporting Requirements

In addition to reasonable reporting requirements which either Contracting Party may impose, each carrier shall be required to report flights utilizing aircraft having a maximum authorized take-off weight on wheels greater than 18,000 pounds on Canadian Transport Commission Statement 40 on a monthly basis to the aeronautical authorities of each Contracting Party.

IV. Impairment of Scheduled Air Services

In view of the nature of the air transportation markets between Canada and the State of Hawaii and between Canada and Florida, and in view of the interest of both Contracting Parties in avoiding substantial impairment of the scheduled air services operated in these markets under the Air Transport Agreement, both Contracting Parties will consult at any time, at the request of either and pursuant to Article IX (1) of the present Agreement, to review the situation in these markets and to determine whether special arrangements should be adopted to avoid substantial impairment.

ANNEXE A

DROITS SPECIFIES

I. Définitions

Aux fins d'assurer les services couverts par le présent Accord et ses Annexes:

A. "Gros aéronef" désigne un aéronef qui présente les deux caractéristiques suivantes:

(1) une capacité voyageurs maximale de plus de 30 sièges ou une capacité de charge marchande maximale de plus de 7,500 livres; et

(2) un poids maximal autorisé au décollage, sur roues, supérieur à 35,000 livres.

B. "Petit aéronef" désigne un aéronef qui n'est pas un "gros aéronef" tel que défini ci-dessus.

C. La "capacité voyageurs maximale" et la "capacité de charge marchande maximale" ont le sens qui leur est attribué dans les règlements du Civil Aeronautics Board.

D. "Le poids maximal autorisé au décollage, sur roues" a le sens qui lui est attribué dans les règlements de la Commission canadienne des transports.

II. Etats-Unis d'Amérique

Sous réserve des prescriptions de la présente et des autres Annexes de l'Accord, un transporteur ou des transporteurs des Etats-Unis d'Amérique, lorsqu'ils assurent les services prescrits à l'Annexe B du présent Accord, en vue de l'acheminement du trafic de services aériens non réguliers, entre un point ou des points situés sur le territoire d'une des Parties contractantes et un point ou des points situés sur le territoire de l'autre Partie contractante (y compris l'utilisation d'autres modes de transport, soit pour l'aller, soit pour le retour, lors d'un voyage aller et retour), ont le droit:

A. d'embarquer (et, ultérieurement, débarquer, lors de voyages aller et retour), en tout point ou tous points du territoire canadien, du trafic de services aériens non réguliers, qui doit être débarqué ou rembarqué en tout point ou tous points situés sur le territoire des Etats-Unis d'Amérique.

B. de débarquer ou de rembarquer en tout point ou tous points du territoire canadien, du trafic de services aériens non réguliers qui a été embarqué en tout point ou tous points situés sur le territoire des Etats-Unis d'Amérique.

III. Canada

Sous réserve des prescriptions de la présente et des autres Annexes de l'Accord, un ou des transporteurs du Canada, lorsqu'ils assurent les services prescrits à l'Annexe B du présent Accord, en vue de l'acheminement du trafic de services aériens non réguliers, entre un point ou des points sur le territoire d'une Partie contractante et un point ou des points sur le territoire de l'autre Partie contractante (y compris l'utilisation d'autres modes de transport, soit pour l'aller, soit pour le retour, lors d'un voyage aller et retour), ont le droit:

A. d'embarquer (et, ultérieurement, de débarquer, lors de voyages aller et retour), en tout point ou tous points du territoire des Etats-Unis d'Amérique, du trafic de services aériens non réguliers, qui doit être débarqué ou rembarqué en tout point ou tous points situés sur le territoire canadien.

B. de débarquer ou de rembarquer, en tout point ou tous points du territoire des Etats-Unis, du trafic de services aériens non réguliers, qui a été embarqué en tout point ou tous points situés sur le territoire canadien.

IV. Equilibre des embarquements dans les deux sens

A. Le nombre de vols[1] de chaque transporteur d'une Partie contractante qui a embarqué du trafic de services aériens non réguliers sur le territoire de l'autre Partie contractante ne doit pas dépasser de plus du tiers le nombre de vols assurés par ce transporteur au cours desquels il a été embarqué du trafic de services aériens non réguliers sur le territoire de la première Partie contractante pendant la période débutant avec le premier trimestre (les trimestres prenant fin le 31 mars, le 30 juin, le 30 septembre et le 31 décembre) au cours duquel ce transporteur a pour la première fois assuré un vol quelconque pour le transport du trafic de services aériens non réguliers dans le cadre du présent Accord, cette période prenant fin avec le dernier trimestre écoulé. Les autorités aéronautiques de l'autre Partie contractante peuvent refuser l'autorisation d'un vol, d'une série de vols ou d'une partie d'une série de vols que se propose d'assurer un transporteur de la première Partie contractante, si ce transporteur, à la fin d'un trimestre quelconque, autre que le premier trimestre de son exploitation dans le cadre du présent Accord, a dépassé la proportion ci-dessus concernant l'équilibre des embarquements dans les deux sens. Un tel refus d'autorisation ne devra pas se prolonger au-delà du dernier jour du trimestre suivant le trimestre durant lequel la conformité a été réétablie.

B. Le paragraphe A ci-dessus doit s'appliquer séparément pour chaque transporteur, en ce qui concerne:

(1) Les vols assurés au moyen de gros aéronefs pour le transport de passagers;

(2) Les vols assurés au moyen de gros aéronefs pour le transport de biens;

(3) Les vols assurés au moyen de petits aéronefs pour le transport de passagers; et

(4) Les vols assurés au moyen de petits aéronefs pour le transport de biens.

C. Les dispositions du paragraphe A ci-dessus ne s'appliquent pas aux vols suivants qui sont assujettis aux dispositions de l'Annexe C, dans la mesure y spécifiée:

[1] Aux fins de la présente prescription, tout vol, qu'il s'agisse d'un voyage aller ou d'un voyage aller et retour (y compris les voyages circulaires et les voyages en circuit ouvert en tant que voyages circulaires) compte pour un vol.

(1) Vols aller et retour effectués dans un service aérien d'affrètement au titre d'affrètements sans participation pour passagers, pour un parent ou un affilié du transporteur uniquement aux fins de ventes de terres et où aucun frais ou autre obligation financière n'est imposé directement ou indirectement au passager au titre de condition de transport ou de logement durant le voyage;

(2) Vols pour lesquels il est utilisé des aéronefs dont le poids maximal au décollage, sur roues, ne dépasse pas 18,000 livres;

(3) Vols effectués par des transporteurs qui constituent également des entreprises de transport aérien assurant des services réguliers en vertu de l'Accord relatif aux transports aériens, qui embarquent du trafic de services aériens non réguliers, à une tête de ligne ou à des têtes de lignes de la route internationale situées dans le territoire de l'autre Partie contractante pour laquelle ce transporteur constitue une entreprise de transport aérien désignée ou autrement autorisée en vertu de l'Accord relatif aux transports aériens et qui débarquent ou rembarquent ledit trafic à la tête de ligne ou aux têtes de lignes, ou en un point ou des points intermédiaires mentionnés dans la licence délivrée audit transporteur par les autorités aéronautiques de l'autre Partie contractante, de la route située dans le territoire de la Partie contractante dont le transporteur est un ressortissant;

(4) Vols assurés par des transporteurs des Etats-Unis qui constituent également des entreprises de transport aérien assurant des services aériens réguliers en vertu de l'Accord relatif aux transports aériens, qui embarquent des passagers transportés par service aérien non régulier, à une tête de ligne ou à des têtes de lignes situées en territoire canadien, de la route internationale dont la tête de ligne ou les têtes de lignes se trouvent dans les Etats d'Hawaii, de Californie, du Nevada, de l'Arizona, de Floride, de Porto Rico ou des Iles Vierges (E.-U.) pour lesquelles ce transporteur est désigné en vertu de l'Accord relatif aux transports aériens et qui débarquent ou rembarquent des passagers en tout point ou points situés sur le réseau de routes de ce transporteur, dans l'une ou plusieurs des zones susmentionnées dans lesquelles se trouvent la tête ou les têtes de lignes; et

(5) Vols assurés par des transporteurs des Etats-Unis non visés par les sous-alinéas 3 ou 4 susmentionnés, qui embarquent des passagers transportés par service aérien non régulier en un point ou des points situés sur le territoire canadien et débarquent ou rembarquent ces passagers en un point ou des points quelconques situés dans les Etats d'Hawaii, de Californie, du Nevada, de l'Arizona, de Floride, de Porto Rico ou des Iles Vierges (E.-U.).

V. Conditions et interprétations

A. Les transports effectués en vertu du présent Accord qui impliquent un déplacement antérieur, postérieur ou intermédiaire par un mode quelconque de transport aérien, à destination ou en provenance de territoires autres que ceux des Etats-Unis et du Canada sont interdits, sauf pour les passagers qui ne font pas partie d'un groupe.

B. Le fait d'assurer tout service aérien non régulier par ailleurs autorisé, par un transporteur ayant loué un aéronef, doit être considéré comme une exploitation en vertu du présent Accord, sous réserve des conditions que l'une ou l'autre des Parties contractantes peut établir pour régir la location avec ou sans équipage. Toutefois, les exploitations réalisées par un transporteur en tant que loueur d'un aéronef ne sont pas considérées comme entrant dans le cadre du présent Accord en ce qui concerne le loueur.

C. Un transporteur qui assure des vols des types énumérés aux sous-alinéas (1) et (2) du paragraphe C de la section IV de la présente Annexe, aux fins d'embarquements dans le territoire de la Partie contractante dont il est ressortissant n'acquiert pas de ce fait le droit d'assurer des vols de types différents en vue d'embarquements dans le territoire de l'autre Partie contractante.

D. Chaque Partie contractante admet que, pour des raisons écologiques, il peut s'avérer nécessaire d'imposer des restrictions ou des interdits sur son territoire en ce qui concerne certains services non réguliers, tels que les vols assurés au moyen d'hydravions à flotteurs, à destination ou en provenance de lacs situés dans les régions qui offrent un abri naturel à la faune. Si de tels interdits ou restrictions sont appliqués au trafic international des transporteurs de l'autre Partie contractante, à destination ou en provenance des destinations finales du trafic dans la région intéressée, l'autre Partie contractante peut imposer ces conditions aux transporteurs de la Partie contractante qui établit les interdits ou restrictions, au besoin, afin d'assurer l'égalité de traitement pour ce qui est de ce trafic.

E. Les autorités aéronautiques du Canada peuvent, en autorisant l'exploitation de petits aéronefs par les transporteurs des Etats-Unis, limiter le droit d'embarquer du trafic de services aériens non réguliers sur le territoire du Canada, à destination de deux provinces ou territoires canadiens voisins (au choix du transporteur auquel est délivré la licence). A cette fin, le Nouveau-Brunswick, la Nouvelle-Ecosse et l'Ile-du-Prince-Edouard sont considérés comme une seule province. Si les autorités aéronautiques du Canada appliquent cette option, elles envisageront néanmoins d'autoriser, sur demande, les embarquements sur petits aéronefs par ces transporteurs se trouvant ailleurs au Canada, au moins pour une période expérimentale, afin que le besoin de limitation puisse être évalué de façon empirique, le cas échéant.

F. Un transporteur d'une Partie contractante ne peut prendre à bord, en un point du territoire de l'autre Partie contractante, du trafic de services aériens non réguliers destiné à un autre point ou à d'autres points du territoire de cette autre Partie contractante. Toutefois, un transporteur d'une Partie contractante peut effectuer une escale en l'un quelconque de ces points:

(1) pour le transport de passagers par service aérien non régulier sur de gros aéronefs, ces passagers ayant embarqué sur le territoire de la Partie contractante dont ce transporteur est un ressortissant et étant transporté en vertu d'un contrat qui prévoit le transport par service aérien non régulier sur le même transporteur, à destination ou en provenance d'un point ou de points situés dans le territoire de la Partie contractante dont ce transporteur est un ressortissant, même si un aéronef différent est utilisé; et

(2) pour le transport de passagers par service aérien non régulier sur de petits aéronefs, ces passagers ayant embarqué sur le territoire de la Partie contractante dont ce transporteur est un ressortissant (les passagers devant ultérieurement retourner sur ce territoire) et étant transportés en vertu d'un contrat qui prévoit le transport par service aérien non régulier sur le même transporteur, à destination ou en provenance d'un point ou de points situés dans le territoire de la Partie contractante dont ce transporteur est un ressortissant, si le même aéronef est affecté uniquement à ses passagers durant toute la durée du voyage, et sous réserve toutefois que si l'on utilise un aéronef dont le poids maximal autorisé au décollage, sur roues, est inférieur à 18,000 livres, les autorités aéronautiques de l'autre Partie contractante puissent exiger qu'une autorisation spéciale, devant être justifiée par les besoins du trafic, soit demandée et obtenue pour ce genre d'exploitation.

ANNEXE B

SERVICES PRESCRITS

I. Définitions

Aux fins d'assurer les services prescrits dans la présente Annexe:

A. "Service aérien non régulier" se limite au "service aérien d'affrètement" autorisé en vertu des présentes.

B. "Trafic" désigne les passagers, y compris leurs bagages accompagnés, et des biens, mais ne comprend pas les passagers et les biens transportés aux termes d'un contrat avec les autorités militaires de l'une ou de l'autre des Parties contractantes.

C. "Service aérien d'affrètement" désigne le transport aérien commercial du trafic, sur une base tenant compte du temps, du millage ou des voyages par un ou plusieurs transporteurs lorsque l'affrètement porte sur la pleine capacité de charge d'un ou de plusieurs aéronefs.

D. L'expression "affrètement sans participation", dans la mesure où elle s'applique aux embarquements effectués dans le territoire du Canada, aura la signification qui est attribuée à l'expression "affrètement sans participation" dans les règlements de la Commission canadienne des transports.

E. Le terme "biens", dans la mesure où il s'applique aux embarquements effectués dans le territoire du Canada, aura la signification qui est attribuée au terme "marchandises" dans les règlements de la Commission canadienne des transports.

II. Genres de services prescrits - Gros aéronefs

Les genres de services aériens d'affrètement suivants peuvent être assurés par de gros aéronefs en ce qui concerne les embarquements effectués par les transporteurs dans les territoires indiqués:

Genres	Territoire
A. Comme il est énoncé dans les règlements du Civil Aeronautics Board	Etats-Unis d'Amérique
Affrètement sans participation, pour compte unique, voyageurs	
Affrètement sans participation, pour compte unique, fret	
Affrètement avec participation, pour groupes ayant une affinité	
Affrètement mixte (avec participation/sans participation)	
Voyage tout compris	
Groupe d'étude	

Genres	Territoire
Personnel militaire servant outre-mer Groupe effectuant un voyage	Etats-Unis d'Amérique
Remarque: Le même aéronef peut être affrété par plus d'un affréteur et (ou) pour le transport de plus d'un groupe, uniquement dans les cas prévus par les règlements susmentionnés.	
B. Comme il est énoncé dans les règlements de la Commission canadienne des transports Affrètement sans participation, pour compte unique, voyageurs Affrètement sans participation, pour compte unique, fret Affrètement avec participation, à but commun Affrètement avec réservation anticipée Voyage tout compris	Canada
Remarque: Le même aéronef peut être affrété par plus d'un affréteur et (ou) pour le transport de plus d'un groupe, uniquement dans les cas prévus par les règlements susmentionnés.	

III. Genres de services prescrits - Petits aéronefs

A. L'affrétabilité des embarquements effectués par les transporteurs avec de petits aéronefs, sur le territoire des Etats-Unis, doit être établie en conformité de la section I(C) de la présente Annexe, sous réserve que chaque aéronef ait été réservé par une personne, soit pour son usage personnel, soit pour le transport d'un groupe de personnes et (ou) de leurs biens, à titre d'agent ou de représentant de ce groupe.

B. L'affrétabilité des embarquements effectués par les transporteurs avec de petits aéronefs, sur le territoire du Canada, doit être établie en conformité: (1) avec la définition de la section I(C) de la présente Annexe; et (2) avec un genre d'affrètement spécifié à la section II(B) de la présente Annexe, applicable à ces aéronefs.

IV. Conditions et exigences

A. Les autorités aéronautiques de la Partie contractante sur le territoire de laquelle le trafic doit être embarqué peuvent refuser leur autorisation en ce qui concerne l'affrétabilité d'un vol, d'une série de vols ou d'une partie d'une série de vols que se propose d'assurer un transporteur de l'autre Partie contractante si les critères, les conditions et les exigences de l'affrétabilité établis par la première Partie contractante ne sont pas respectés, pourvu toutefois:

43-377 O - 75 - 53

(1) qu'un avis de tout refus d'accorder cette autorisation soit donné au transporteur dans: a) les 30 jours du dépôt initial dans les cas autres que des affrètements pour compte unique, sans participation ou b) les 10 jours du dépôt initial dans le cas d'affrètements sans participation pour compte unique;

(2) que tout refus d'autorisation de ce genre soit retiré si les critères, les conditions et les exigences de l'affrétabilité sont ultérieurement respectés; et

(3) que l'autorisation puisse être révoquée en tout temps si les critères, les conditions et les exigences relatifs à l'affrétabilité ne sont pas respectés.

B. Les critères, conditions et exigences relatifs à l'affrétabilité devront être appliqués par les autorités aéronautiques de la Partie contractante sur le territoire de laquelle le trafic doit être embarqué, sur une base objective et non discriminatoire à l'endroit des transporteurs des deux Parties contractantes.

ANNEXE C

DISPOSITIONS SPECIALES CONCERNANT LES MARCHES UNIDIRECTIONNELS

I. Application

La présente Annexe s'applique aux genres de services aériens non réguliers spécifiés dans les listes ci-jointes, dans les zones de marché y définies, ces marchés ayant été identifiés comme étant unidirectionnels lors des embarquements sur le territoire de l'une ou de l'autre Partie contractante pour des raisons se rapportant au climat, à la géographie, à la présence d'installations récréatives particulières au point ou aux points de débarquement, ou autres conditions essentiellement naturelles.

II. Dispositions essentielles

Le nombre de sièges pour service aérien non régulier, offert collectivement par les transporteurs de chaque Partie contractante pour chaque zone de marché définie dans les listes ci-jointes sera régi par les dispositions suivantes:

A. Les autorités aéronautiques de la Partie contractante sur le territoire de laquelle le trafic est embarqué doivent, au plus tard le 1er mars de chaque année civile, élaborer et annoncer en même temps à tous les transporteurs, les prévisions préliminaires concernant le nombre de sièges de chaque liste à laquelle les pourcentages y spécifiés seront appliqués pour l'année d'exploitation débutant le 1er avril de cette année civile et se terminant le 31 mars de l'année suivante. Au plus tard le 30 juin de chaque année d'exploitation, les autorités aéronautiques de la Partie contractante sur le territoire de laquelle le trafic est embarqué devront élaborer et annoncer en même temps à tous les transporteurs, les prévisions définitives concernant le nombre de sièges de chaque liste à laquelle les pourcentages y spécifiés seront appliqués pour l'année d'exploitation en cours. Les prévisions définitives pour chaque liste ne devront pas être inférieures aux prévisions préliminaires pour chaque liste correspondante et aucune prévision ne devra être inférieure au nombre de sièges effectivement occupés lors de vols, ou, dans le cas de prévisions préliminaires, qui étaient censés être occupés lors de vols, par tous les transporteurs de chaque liste, durant l'année civile précédente, modifiée en proportion du pourcentage de modifications subies, de la deuxième année civile précédente à la première année civile précédente, comme il suit:

(1) un pour cent, pour chaque pour cent complet de la modification réelle, pour la partie de la modification s'élevant à 15 pour cent inclusivement, et

(2) trois quarts de un pour cent, pour chaque pour cent complet de la modification réelle, pour la partie de la modification s'étendant de 16 à 35 pour cent inclusivement, et

(3) un demi de un pour cent, pour chaque pour cent complet de la modification réelle, pour la partie de la modification s'étendant de 36 à 70 pour cent inclusivement, et

(4) un quart de un pour cent, pour chaque pour cent complet de la modification réelle, pour chaque partie de la modification s'étendant au-dessus de 70 pour cent;

les fractions des pourcentages étant arrondies au nombre entier le plus proche.

B. Tout siège, soit pour un aller ou un aller et retour (y compris les voyages circulaires et les voyages en circuit ouvert en tant que voyage aller et retour) compte comme un siège.

C. Chaque transporteur doit présenter en même temps aux autorités aéronautiques des deux Parties contractantes tous documents, déclarations ou renseignements exigés, avant organisation du trafic selon les règlements de la Partie contractante sur le territoire de laquelle on se propose d'embarquer le trafic.

D. Les autorités aéronautiques de la Partie contractante sur le territoire de laquelle le trafic doit être embarqué peuvent refuser l'autorisation d'un vol, d'une série de vols ou d'une partie d'une série de vols que se propose d'assurer un transporteur de l'autre Partie contractante, dans la mesure où le nombre de sièges pour ce vol ou ces vols, lorsqu'on l'ajoute au nombre de sièges antérieurement approuvé pour l'exploitation par tous les transporteurs de ladite Partie contractante d'une liste, dépasse leur pourcentage, tel qu'établi dans cette liste, des prévisions préliminaires ou définitives de cette liste. Toutefois, si les transporteurs de la première Partie contractante ont reçu l'autorisation d'exploiter un nombre total de sièges d'une liste dépassant leur pourcentage, tel qu'établi dans cette liste, des prévisions préliminaires ou définitives de cette liste, l'autorisation ne peut être refusée à l'endroit des transporteurs de l'autre Partie contractante que dans la mesure où le surplus de ces transporteurs dépasse le surplus des transporteurs de la première Partie contractante dans une proportion supérieure aux pourcentages respectifs de cette liste. Si l'autorisation d'un vol ou de vols a été refusée conformément au présent paragraphe, ce vol ou ces vols devront être ultérieurement autorisés dans la mesure où les conditions spécifiées au présent paragraphe pourraient être ultérieurement inapplicables.

E. Les demandes concernant les exploitations projetées pendant la prochaine année d'exploitation présentées avant l'annonce de la prévision préliminaire pour ladite année d'exploitation doivent être mises à exécution lors de l'annonce de cette prévision.

F. Si l'autorisation d'un vol ou de vols d'un transporteur a été refusée, conformément au paragraphe D ci-dessus, ce transporteur peut présenter une demande aux autorités aéronautiques de la Partie contractante refusant l'autorisation, en demandant que ce vol ou ces vols soient autorisés, comme l'exigent la commodité et les besoins du public si le Canada est la Partie contractante ou comme l'exige l'intérêt du public si les Etats-Unis d'Amérique sont la Partie contractante. Ces demandes doivent être examinées d'après les lois et règlements de la Partie contractante qui refuse l'autorisation.

G. Afin de s'assurer que les dispositions susmentionnées sont appliquées de façon équitable et ne servent pas à limiter artificiellement le marché, les autorités aéronautiques des Parties contractantes maintiendront des contacts étroits et fréquents selon les besoins afin de résoudre les questions de mise en applications qui pourraient surgir.

III. Dispositions relatives à la révision

A. Les Parties contractantes devront se consulter, conformément à l'Article XV de l'Accord, si le nombre réel des sièges occupés lors de vols, par tous les transporteurs d'une liste, pendant une année d'exploitation, est supérieur ou inférieur de plus de 15 pour cent aux prévisions pour cette liste, afin de se mettre d'accord pour améliorer les méthodes de prévision.

B. Dans les six mois suivant la clôture de chaque année d'exploitation, la Partie contractante sur le territoire de laquelle le trafic est embarqué doit informer l'autre Partie contractante du nombre total de sièges occupés durant des vols dans chacune des listes, en subdivisant suivant les genres de services rendus, les zones de destination et les transporteurs.

Liste 1

A. Zone de marché: Embarquements sur le territoire du Canada et débarquements sur le territoire de l'Etat d'Hawaii.

B. Genres de services aériens non réguliers: Tous les services d'affrètement pour passagers, sauf ceux qui sont couverts par l'alinéa (2) du paragraphe C de la section IV de l'Annexe A.

C. Pourcentages devant être appliqués aux prévisions préliminaires et finales pour la zone de marché définie au paragraphe A ci-dessus:

		Transporteurs des Etats-Unis	Transporteurs du Canada
Première phase:	1er avril 1974 - 31 mars 1975	10	90
	1er avril 1975 - 31 mars 1976	10	90
Deuxième phase:	1er avril 1976 - 31 mars 1977	20	80
	1er avril 1977 - 31 mars 1978	20	80
Phase finale:	1er avril 1978 - 31 mars 1979	25	75

et toute année d'exploitation ultérieure.

Liste 2

A. Zone de marché: Embarquement sur le territoire du Canada et débarquement sur le territoire de l'Etat de Floride.

B. Genres de services aériens non réguliers: Tous les services d'affrètement pour passagers, sauf ceux qui sont couverts par les alinéas (1) et (2) du paragraphe C de la section IV de l'Annexe A.

C. Pourcentages devant être appliqués aux prévisions préliminaires et finales pour la zone de marché définie au paragraphe A ci-dessus.

		Transporteurs des Etats-Unis	Transporteurs du Canada
Première phase:	1er avril 1974 - 31 mars 1975	10	90
	1er avril 1975 - 31 mars 1976	10	90
Deuxième phase:	1er avril 1976 - 31 mars 1977	20	80
	1er avril 1977 31 mars 1978	20	80
Phase finale:	1er avril 1978 - 31 mars 1979	25	75

et toute année d'exploitation ultérieure.

Liste 3

A. Zone du marché: Embarquements sur le territoire du Canada et débarquements sur le territoire des Etats d'Hawaii, de Floride, de Californie, d'Arizona, du Nevada, de Porto Rico et des îles Vierges (E.-U.).

B. Genres de services aériens non réguliers: Tous les services d'affrètement pour passagers, sauf ceux qui sont couverts par les alinéas (1) et (2) du paragraphe C de la section IV de l'Annexe A.

C. Pourcentages: [1] devant être appliqués aux prévisions préliminaires et définitives [2] pour la zone de marché définie au paragraphe A ci-dessus:

		Transporteurs des Etats-Unis	Transporteurs du Canada
Première phase:	1er avril 1974 - 31 mars 1975	20	80
	1er avril 1975 31 mars 1976	20	80
Deuxième phase:	1er avril 1976 - 31 mars 1977	35	65
	1er avril 1977 - 31 mars 1978	35	65
Phase finale:	1er avril 1978 - 31 mars 1979	40	60
	et toute année d'exploitation ultérieure		

(1) Aux fins de la mise en application de la section II (D) de la présente Annexe et du paragraphe B ci-dessus, les embarquements projetés au Canada avec débarquement dans l'Etat d'Hawaii seront exclusivement régis par la liste 1 de la présente Annexe, et les embarquements projetés au Canada avec débarquements en Floride seront régis exclusivement par la liste 2 de la présente Annexe.

(2) Les prévisions minimales préliminaires et finales devant être appliquées pour la présente liste ne devront pas être inférieures à 120 pour cent des prévisions préliminaires et finales applicables aux Etats d'Hawaii, de Floride et du Nevada combinés.

ANNEXE D

MISE EN OEUVRE, ADMINISTRATION ET APPLICATION

I. Autorisations et notifications de vols

A. Les autorités aéronautiques de l'une des Parties contractantes peuvent exiger qu'un transporteur de l'autre Partie contractante demande une autorisation pour chaque vol ou série de vols et attende la réception de cette autorisation avant d'assurer un vol quelconque comportant des embarquements sur le territoire de la première Partie contractante qui utilise des aéronefs dont le poids maximal autorisé au décollage, sur roues, est supérieur à 18,000 livres. Cette autorisation ne peut être refusée que dans les cas prévus au paragraphe A de la section IV de l'Annexe A, de la section IV de l'Annexe B ou de la section II de l'Annexe C. Les demandes d'autorisation dans les cas d'urgence peuvent être faites par télégramme ou par téléphone, en donnant les principaux détails, la documentation normale devant être fournie dès que possible.

B. Il est dans l'intention des Parties contractantes de collaborer au maximum en ce qui concerne les questions couvertes par le paragraphe A ci-dessus afin d'éviter qu'il ne soit nécessaire aux autorités aéronautiques de l'une des Parties contractantes d'agir directement à l'endroit d'un ou de plusieurs transporteurs de l'autre Partie contractante. En particulier, le refus d'autorisation, conformément au paragraphe A de la section IV de l'Annexe A n'entrera normalement en vigueur qu'après consultations avec l'autre Partie contractante afin de résoudre la question. En outre, si un transporteur dépasse de façon notable les exigences du paragraphe A de la section IV de l'Annexe A durant une période quelconque ou si, en ce qui concerne le trafic non assujetti au paragraphe C de la section IV de l'Annexe A, le volume de trafic d'un transporteur embarqué sur le territoire de la Partie contractante dont il n'est pas un ressortissant, par rapport au volume de trafic que ce transporteur a embarqué sur le territoire de la Partie contractante dont il est un ressortissant, dépasse de façon notable le rapport énoncé au paragraphe A de la section IV de l'Annexe A, les Parties contractantes devront se consulter dans les plus brefs délais à la demande de l'une ou de l'autre afin de décider des mesures correctives à prendre pour éviter que ne se maintienne le déséquilibre.

C. Les autorités aéronautiques de l'une des Parties contractantes peuvent, en ce qui concerne le trafic de services aériens non réguliers embarqué dans le territoire de l'autre Partie contractante et débarqué sur le territoire de la première Partie contractante, exiger que les transporteurs des deux Parties contractantes transmettent à l'avance aux autorités aéronautiques de la première Partie contractante une notification relative à tous les vols pour lesquels sont utilisés des aéronefs dont le poids maximal autorisé au décollage, sur roues, est supérieur à 18,000 livres, sous réserve toutefois que cette notification ne soit pas exigée plus de 48 heures avant le vol. Toutefois, dans les cas où le contrat de location est effectif moins de 48 heures avant le vol, la notification doit être faite dès que possible, par télégramme ou par téléphone si nécessaire. Les renseignements que l'on doit fournir dans une telle notification se limitent au genre d'affrètement, à l'acheminement, à la date ou aux dates d'exploitation, au type d'aéronef et au nombre de sièges ou au volume faisant l'objet de la location.

II. Collaboration pour la mise en application

Pour alléger au maximum les tâches administratives des transporteurs et des organisateurs relatives aux procédures de mise en application en ce qui concerne les réservations anticipées et les affrètements pour voyages en groupe, et pour coordonner en même temps les méthodes de mise en application en ce qui concerne ces affrètements, les autorités aéronautiques de la Partie contractante sur le territoire de laquelle le trafic est embarqué doivent, sur demande et dès que possible, transmettre aux autorités aéronautiques de l'autre Partie contractante des listes de passagers et autres documents appropriés pour faciliter les vérifications sur place des vols. Les autorités aéronautiques de l'autre Partie contractante ne devront pas exiger le dépôt habituel des listes de passagers et autres documents relatifs aux réservations anticipées et aux affrètements pour voyages en groupe lors d'un embarquement de trafic sur le territoire de la première Partie contractante. Les autorités aéronautiques de l'autre Partie contractante devront transmettre aux autorités aéronautiques de la première Partie contractante, en vue de la mise en application appropriée des règlements de cette dernière, les preuves obtenues relativement à des violations éventuelles lors de vols effectués conformément à ces règlements, plutôt que d'interrompre le vol et de gêner les voyageurs.

III. Exigences relatives aux comptes rendus

En plus des exigences raisonnables que peuvent imposer l'une ou l'autre des Parties contractantes en ce qui concerne les comptes rendus, il sera exigé que chaque transporteur, sur une base mensuelle et en utilisant le relevé 40 de la Commission canadienne des transports, rende compte aux autorités aéronautiques de chacune des Parties contractantes des vols pour lesquels sont utilisés des aéronefs dont le poids maximal autorisé au décollage, sur roues, est supérieur à 18,000 livres.

IV. Détérioration des services aériens réguliers

Etant donné la nature des marchés de transport aérien entre le Canada et l'Etat d'Hawaii et entre le Canada et la Floride, et étant donné l'intérêt des deux Parties contractantes à éviter des détériorations notables des services aériens réguliers exploités sur ces marchés en vertu de l'Accord relatif aux transports aériens, les deux Parties contractantes se consulteront, à n'importe quel moment, à la demande de l'une ou l'autre, et conformément à l'Article IX (1) du présent Accord pour examiner la situation de ces marchés et pour déterminer s'il est nécessaire d'adopter des arrangements spéciaux afin d'éviter toute détérioration notable.

[EXCHANGES OF NOTES]

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 78

OTTAWA, *May 8, 1974.*

SIR:

I have the honor to refer to the Nonscheduled Air Service Agreement between the Government of the United States of America and the Government of Canada signed on this date, and to express the reservation of my Government that, notwithstanding Article VII(2) of that Agreement, the performance by any carrier of Inclusive Tour Charter flights enplaned in Canada by any carrier shall, in addition to meeting the requirements of the Canadian Transport Commission regulations applicable thereto, also be conditional upon the land portion of the tour providing overnight hotel accommodations at a minimum number of places other than the point of origin, each place a minimal distance from the other, each such minimum to be the minimum permitted by the Civil Aeronautics Board for any United States—Canada Inclusive Tour Charter by any United States carrier; provided, however, that any Canadian carrier (other than a Canadian carrier also designated under the Air Transport Agreement for service on any route having a terminal or coterminal in Florida or the State of Hawaii) may, in lieu of the above minimums, meet only the minimal stop requirements extant July 30, 1973, prior to the amendment of subparagraph 41(g)(i) of Air Carrier Regulations SOR/72-145 as set forth in Canadian Transport Commission General Order No. 1973-1 Air of July 31, 1973.

I would appreciate receiving confirmation from you that the Government of Canada acknowledges the above reservation.

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

WILLIAM J. PORTER

The Honorable
MITCHELL SHARP,
Secretary of State
for External Affairs,
Ottawa.

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

OTTAWA, *May 8, 1974*

EXCELLENCY,

I have the honour to refer to your note of this date concerning a reservation expressed by your Government with respect to the Nonscheduled Air Services Agreement.

The Government of Canada acknowledges this reservation. In turn, I wish to express the reservation of my Government that it will not:

(1) apply the provisions of subparagraphs (4) and (5) of paragraph C of Section IV of Annex A to the said Agreement in so far as deplanements in Hawaii or Florida are concerned;
(2) implement the second phases defined in Schedules 1, 2, and 3 of Annex C to the said Agreement but will continue to apply the percentages shown for the first phase in any operating year after the first phase;
(3) implement Section II (A) and (B) of Annex B to the said Agreement with respect to travel group charter and advance booking charter services;
(4) implement footnote No. 2 in Schedule 3 of Annex C to the said Agreement.

This reservation will terminate when the Government of Canada receives notice from the Government of the United States of America that the reservation set forth in the note referred to above has been terminated, except that the percentages shown for the second phases specified in Schedules 1, 2, and 3 of Annex C to the said Agreement will not be applied until April 1 of the third operating year after the date of said notice and the percentages shown for the final phases defined in the same Schedules will be applied two years thereafter. The Government of Canada will, however, review the possibility of removing that part of its reservation set forth in numbered paragraph 3 above, in whole or in part, without regard to termination by the Government of the United States of America of its reservation.

I would appreciate receiving confirmation that the Government of the United States acknowledges the reservation of the Government of Canada, as set forth in this note, equally authentic in English and in French.

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

MITCHELL SHARP
Secretary of State for External Affairs

His Excellency the Honourable WILLIAM J. PORTER,
Ambassador of the United States of America,
Ottawa.

TIAS 7826

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

OTTAWA, *le 8 mai 1974*

EXCELLENCE,

J'ai l'honneur de me reporter à votre Note de ce jour relative à une réserve exprimée par votre Gouvernement au sujet de l'Accord relatif aux services aériens non réguliers.

Le Gouvernement du Canada note cette réserve. A mon tour, je désire exprimer la réserve de mon gouvernement selon laquelle:

(1) il n'appliquera pas les dispositions des alinéas (4) et (5) du paragraphe C de la section IV de l'Annexe A dudit Accord, en ce qui concerne les débarquements à Hawaii ou en Floride;

(2) il n'appliquera pas la deuxième phase définie dans les listes 1, 2 et 3 de l'Annexe C dudit Accord, mais continuera à appliquer les pourcentages indiqués pour la première phase lors de toute année d'exploitation faisant suite à la première phase;

(3) il n'appliquera pas la section II(A) et (B) de l'Annexe B dudit Accord en ce qui concerne les services d'affrètement pour voyages en groupe et les services d'affrètement avec réservation anticipée;

(4) il n'appliquera pas le renvoi n° 2 de la liste 3 de l'Annexe C dudit Accord.

Cette réserve prendra fin lorsque le Gouvernement du Canada sera avisé par le Gouvernement des Etats-Unis d'Amérique que la réserve énoncée dans la Note susmentionnée a pris fin. Toutefois, les pourcentages indiqués pour la deuxième phase précisée dans les listes 1, 2 et 3 de l'Annexe C dudit Accord ne seront pas appliqués avant le 1er avril de la troisième année d'exploitation faisant suite à la date dudit avis et les pourcentages indiqués pour les phases finales définies dans les mêmes listes seront appliqués deux années plus tard. Toutefois, le Gouvernment du Canada examinera la possibilité de supprimer cette partie de sa réserve, énoncée au paragraphe 3 susmentionné, en totalité ou partiellement, indépendamment de l'annulation de la réserve du Gouvernement des Etats-Unis.

Je vous saurais gré de confirmer que le Gouvernement des Etats-Unis note la réserve du Gouvernement du Canada exprimée dans la présente Note, dont les versions anglaise et française font également foi.

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

MITCHELL SHARP

Le Secrétaire d'Etat aux Affaires extérieures

Son Excellence l'Honorable WILLIAM J. PORTER,
Ambassadeur des Etats-Unis d'Amérique,
Ottawa.

TIAS 7826

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 79

OTTAWA, *May 8, 1974.*

SIR:

I have the honor to refer to your note of this date which acknowledges the reservation of my Government regarding the performance of Inclusive Tour Charter flights and expresses a reservation of your Government. The Government of the United States of America acknowledges the reservation of the Government of Canada set forth in your note, equally authentic in English and in French.

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

WILLIAM J. PORTER

The Honorable
MITCHELL SHARP,
Secretary of State
for External Affairs,
Ottawa.

DEPARTMENT OF
EXTERNAL AFFAIRS

MINISTÈRE DES
AFFAIRES EXTÉRIEURES

CANADA

OTTAWA, *May 8, 1974*

EXCELLENCY,

I have the honour to refer to the Nonscheduled Air Service Agreement between the Government of Canada and the Government of the United States of America signed on this date and to your Note of the same date concerning a reservation expressed by your Government with respect to the said Agreement.

In order to facilitate the movement of traffic under the Agreement and to avoid the necessity of cancelling contracts in force between carriers and charterers, I propose, on behalf of my Government, that the following interim arrangements be applied on the coming into force of the Agreement until carriers are issued new or amended licenses pursuant to Article III of the Agreement:

1. Any carrier designated by the Government of the United States shall, pending application for, and issuance of, an appropriate license under the Agreement, be deemed to have obtained such a license and to have been authorized to operate nonscheduled air services between the respective territories of Canada and the United States as provided for in the Agreement, provided such carrier (a) holds a valid class 9–4 license issued by the Air Transport Committee of the Canadian Transport Commission, or (b) appears on the current eligible list of the said Committee on the date of the coming into force of the Agreement.

2. Any carrier designated by the Government of Canada shall, pending issuance of an amended foreign air carrier permit under the Agreement, be allowed to operate nonscheduled air services between the respective territories of the United States and Canada as provided for in the Agreement to the maximum extent the Civil Aeronautics Board is legally empowered to do so (e.g. by waiver of its regulations), provided such carrier holds a valid foreign air carrier permit.
3. Any carrier designated by the Government of Canada (other than a carrier also designated under the Air Transport Agreement for service on any route having a terminal or coterminal in Florida or the State of Hawaii), with respect to inclusive tour charter flights by such carriers which are to enplane traffic in Canada and which have been approved by the Air Transport Committee of the Canadian Transport Commission prior to the coming into force of the Agreement, shall be permitted to operate such flights under the Agreement without applicability of the reservation of the Government of the United States.

I would appreciate receiving confirmation from you that the above interim arrangements set forth in this note equally authentic in English and in French are acceptable to your Government.

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

MITCHELL SHARP

Secretary of State for External Affairs

His Excellency the Honourable WILLIAM J. PORTER,
Ambassador of the United States of America,
Ottawa.

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

OTTAWA, *le 8 mai 1974*

EXCELLENCE,

J'ai l'honneur de me référer à l'Accord relatif aux services aériens non réguliers entre le Gouvernement du Canada et le Gouvernement des Etats-Unis d'Amérique signé aujourd'hui et à votre Note de ce jour qui exprime une réserve de votre Gouvernement à l'endroit dudit Accord.

Afin de faciliter le mouvement du trafic aux termes dudit Accord et d'éviter de devoir résilier des contrats en vigueur entre les transporteurs et les affréteurs, je propose, au nom de mon Gouvernement,

que les arrangements transitoires suivants soient mis en application au moment de l'entrée en vigueur dudit Accord jusqu'à ce que les transporteurs aient reçu des licences nouvelles ou modifiées, en conformité avec l'Article III de l'Accord:

1. Tout transporteur désigné par le Gouvernement des Etats-Unis, en attendant de présenter sa demande de permis et de recevoir aux termes de l'Accord ledit permis pertinent sera considéré comme ayant obtenu un tel permis et étant autorisé à exploiter des services aériens non réguliers entre les territoires respectifs du Canada et des Etats-Unis comme il est précisé dans l'Accord, pourvu que le transporteur *a*) détienne un permis valide de la classe 9–4 délivré par le Comité des transports aériens de la Commission canadienne des transports ou *b*) qu'il figure dans la liste d'admissibilité en cours dudit Comité à la date de l'entrée en vigueur de l'Accord.
2. Tout transporteur désigné par le Gouvernement du Canada, en attendant la délivrance d'un permis modifié pour les transporteurs aériens étrangers aux termes de l'Accord, pourra exploiter des services aériens non réguliers entre les territoires respectifs des Etats-Unis et du Canada comme il est précisé dans l'Accord, dans la mesure maximale où le Civil Aeronautics Board y est autorisé de par la loi (par ex.: par la dérogation à ses règlements), pourvu que le transporteur détienne un permis pour les transporteurs étrangers valide.
3. En ce qui concerne les vols d'affrètement voyage tout compris par des transporteurs qui embarqueront du trafic au Canada et auront été approuvés par le Comité des transports aériens de la Commission canadienne des transports avant la date de l'entrée en vigueur de l'Accord, tout transporteur désigné par le Gouvernement du Canada (autre qu'un transporteur également désigné aux termes de l'Accord relatif aux transports aériens pour exploiter toute route ayant un aéroport terminal ou coterminal en Floride ou dans l'Etat de Hawaii) pourra assurer cesdits vols aux termes de l'Accord sans que soit appliquée la réserve exprimée par le Gouvernement des Etats-Unis.

Je vous saurais gré de me confirmer que les arrangements transitoires exprimés dans cette note, dont les versions anglaise et française font également foi, rencontrent l'agrément de votre Gouvernement.

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

MITCHELL SHARP

Le Secrétaire d'Etat
aux Affaires extérieures

Son Excellence l'Honorable WILLIAM J. PORTER,
Ambassadeur des Etats-Unis d'Amérique,
Ottawa.

TIAS 7826

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 80

OTTAWA, *May 8, 1974.*

SIR:

I have the honor to refer to your note of this date proposing interim arrangements to be applied on the coming into force of the Non-scheduled Air Service Agreement until carriers are issued new or amended licenses pursuant to Article III of the Agreement and to confirm that the proposals set forth in your note, equally authentic in English and in French, are acceptable to my Government.

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

WILLIAM J. PORTER

The Honorable
MITCHELL SHARP,
Secretary of State
for External Affairs,
Ottawa.

TIAS 7826

43-377 O - 75 - 54

SUDAN

Agricultural Commodities

Agreement signed at Khartoum May 8, 1974;
Entered into force May 8, 1974.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Democratic Republic of the Sudan have agreed to the sales of the agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit Annex of the March 18, 1973, Agreement [1] and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table

Commodity	Supply Period	Approximate Maximum Quantity	Maximum Export Market Value
	(Fiscal Year)	(Metric Tons)	(Millions)
Wheat/Wheat flour	1974	20, 000	$3. 0

ITEM II. Payment Terms

Convertible Local Currency Credit

1. Initial payment - 5 percent.
2. Currency use payment - None.
3. Number of Installment Payments - 31 equal annual installments.
4. Amount of Each Installment Payment - Approximately equal annual amounts.
5. Due Date of First Installment Payment - 10 years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate - 2 percent.
7. Continuing Interest Rate - 3 percent.

---

[1] TIAS 7608; 24 UST 967.

ITEM III. Usual Marketing Requirements

Commodity	Import Period (Fiscal Year)	Usual Marketing Requirement
Wheat/Wheat flour	1974	146,000 M.T. (wheat equivalent)

ITEM IV. Export Limitations

A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodity shall be Fiscal Year 1974 or any subsequent Fiscal Year during which each commodity financed under this agreement is being imported and utilized.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for wheat/wheat flour—wheat, wheat flour, semoline, farina, and bulgar (or same product under a different name).

ITEM V. Self-Help Measures:

The Government of the importing country agrees to support:

1. Development of the Jebel Marra area in Western Sudan, including the following:
   a. The farm-to-market road program.
   b. The Agricultural Extension Service, particularly its program for providing information to farmers and its transportation service (bicycles).
   c. Improvement of demonstration farms and research stations.
2. The Agricultural Research and Extension Service programs of the Ministry of Agriculture.
3. The development of an institutional base for vocational schools, university, research and demonstration facilities, etc. located in Southern Sudan to provide agricultural technicians for the provinces of the Upper Nile, Equatoria, and Bahr-el-Ghazal areas—while concentrating upon assisting the small farmers to more actively participate in and contribute to Sudan's programs for socio-economic development.
4. An improved rural health unit program nationwide.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

The proceeds accruing to the importing country from sales of the commodity received under this agreement will be used for financing of the self-help measures set forth in Item V and for the following sectors as described in the Government of Sudan's Development Plan for the National Economy: Agriculture and Transportation.

ITEM VII. Ocean Freight (Differential)

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in

United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions

A. Substitute the following for paragraph 4 of the Convertible Local Currency Credit Annex:

The total amount of proceeds accruing to the importing country from the sale of commodities financed under this Agreement, to be applied to the economic development uses set forth in Part II of this agreement, shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the payment, if any, made by the Government of the importing country pursuant to the proviso in Section 103(b) of the Act [1] (such payment is herein called "the currency use payment"). The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedures, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in the case of expenditures the budget sector in which they were used.

B. The Government of the Democratic Republic of the Sudan understands that the Food for Peace Act (PL 480) [2] requires the agreement to provide for termination whenever the Government of the United States of America finds that the self-help program described in the agreement is not being adequately developed and that the Government of the United States of America can terminate the agreement in such a case under the termination clause in Part III of the agreement.

[1] 80 Stat. 1528; 7 U.S.C. § 1703(b).
[2] 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

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

DONE in Khartoum, in duplicate, this eighth day of May, 1974.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN:
M A SANDERSON	E S BILAIL

OFFICIAL AGREED MINUTE OF NEGOTIATIONS RELATING TO THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE DEMOCRATIC REPUBLIC OF THE SUDAN FOR SALES OF AGRICULTURAL COMMODITIES, FY 1974

On April 30, 1974 the following delegations representing the Government of the United States of America and the Government of the Democratic Republic of the Sudan met to discuss the draft agreement between the two countries for the sale of agricultural commodities:

For the United States

Mr. Samuel R. Peale, First Secretary, US Embassy, Khartoum
Mr. Michael S. Cruit, Attache, US Embassy, Khartoum

For the Democratic Republic of the Sudan

The Honorable Farouq al-Magboul, Deputy Under Secretary, Ministry of Finance and National Economy
Sayed Abu Bakr Tambour, Ministry of Finance and National Economy
Sayed Awad al-Karim Muhammed, Bank of Sudan

The draft agreement was discussed in its entirety by the two delegations and particular reference was made to the following points:

1. Part II Item I. Commodity Table—The United States Delegation explained that the commodity commitments in the agreement are in terms of dollar values and not quantities. At the time the draft was prepared it was calculated that $3.0 million would purchase approximately 20,000 metric tons of wheat/wheat flour. If the price of wheat should rise, however, the dollar ceiling would remain controlling and a lesser amount of wheat would then be provided. Similarly, should the price of wheat drop, the maximum tonnage indicated in this Item could become controlling even if the dollar sum authorized would permit greater purchases, due to wheat supply constraints in relation to international demands.

The United States delegation noted the importance of the supply period specified in the Item. Shipment of the commodities before June 30—i.e. delivery as defined in Part I. Article III.F. of the

Agreement—was imperative since the tight controls resulting from the overall wheat supply situation would not permit any carryover into the next fiscal year. For this reason it would be most important for the Sudanese Government to instruct its Embassy in Washington to approach the United States Government Department of Agriculture, as soon as possible following the signing of the Agreement, to seek purchase authorizations for the actual purchase and delivery of the wheat involved.

The United States Delegation also noted that, as provided in Part I, Article I of the draft agreement, the short supply of the commodities in question could make it necessary for the United States Government to withhold some of the shipments otherwise authorized by the terms of the draft agreement. While the United States Government hoped that all wheat/wheat flour authorized by the draft agreement could be shipped during the period specified, the tight supply situation had resulted in delays in issuing purchase authorizations this fiscal year under similar agreements with other countries. The United States delegation therefore felt obliged to insure that the Sudanese delegation was aware of this possibility.

2. Part II, Item III. Usual Marketing Table—The United States delegation explained that the usual marketing requirement figure of 146,000 metric tons provided in the draft agreement was based on the average of the Sudan's commercial wheat/wheat flour imports for the last five years from Free World sources. Under law, the United States Government is obligated to insure that concessional sales do not interfere with the commercial sales of the United States and other friendly countries. The United States would expect, therefore, that the Sudan would continue to maintain this five year average of commercial imports of wheat and wheat flour by looking to the United States and such other Free World sources, including Yugoslavia. In this connection, the United States delegation noted that Sudanese Government records indicated that the usual marketing requirement for Fiscal Year 1974 had in fact already been met. Moreover, the United States delegation welcomed the fact the Sudan had continued to look to the United States as its major source of commercial wheat/wheat flour purchases and expressed the interest of the United States in continuing to have access to a fair share of such commercial purchases which the Sudan might make in the future.

3. Part II, Item V, VI and VIII B. Self-Help Measures—The two delegations reviewed in detail the contents of these three sections. The United States delegation pointed out that it was not the intention of the draft agreement severely to restrict the Sudanese Government in the use of the funds which would be generated through the sale within the Sudan of the commodities covered by the Agreement or arbitrarily to delineate those areas in which the Sudan would direct its self-help efforts. The United States did, however, attach considerable importance to self-help aspects of the agreement. Assisting

the Sudan in its economic development was a prime purpose of the agreement. The draft agreement had moreover designated self-help goals which would complement and support the other technical cooperation projects which the United States Government hoped to enter into with the Government of the Democratic Republic of the Sudan in the near future. Since these other technical cooperation projects are designed to meet priority socio-economic goals of the Government of Sudan, it is intended that the self-help provisions be supportive of those projects and the goals they are intended to achieve.

The Sudanese delegation noted that the Sudanese Government fully intended to live up to the terms of the agreement including those relating to the self-help effort. The Sudanese Government supported both the specific targets set forth under Item V as well as the priority given to the agriculture and transportation sectors under Item VI. Decisions on timing of specific measures to achieve these goals would, however, have to be made in the context of the Sudanese Government overall development priorities. The United States delegation responded that the terms of the draft agreement were intended to permit such flexibility both in terms of specific targets for self-help programs and with regard to timing. The United States Government only wished to see an effort made within the life of the agreement to move toward these goals, with the funds generated by the agreement supplementing those other funds that the Sudanese Government devoted to these purposes.

With reference to Item VIII. B, the United States delegation noted that the provision for possible termination of the agreement in the event that the self-help programs should not develop as planned served to emphasize the importance which the United States Government attaches to the self-help aspect of the agreement. This provision is only one example of the broader termination right granted to both parties under the provisions of Part III of the agreement, and judging by the experience in implementing the FY 73 Agreement, the United States did not anticipate any requirement to invoke this provision.

EGYPT

Trade in Cotton Textiles

Agreement effected by exchange of notes
Signed at Washington May 10, 1974;
Entered into force May 10, 1974.

The Acting Secretary of State to the Egyptian Ambassador

DEPARTMENT OF STATE
WASHINGTON

MAY 10, 1974

EXCELLENCY:

I have the honor to refer to the agreement concerning trade in cotton textiles between the United States and the Arab Republic of Egypt, as amended, which expired on December 31, 1973, [1] as well as the Arrangement Regarding International Trade in Textiles, done in Geneva on December 20, 1973, [2] under the auspices of the GATT.

In recent discussions between representatives of our two governments, it was recognized that further study on the evolution of our bilateral textile trade during the next few months would be beneficial to both sides prior to completion of all of the provisions of a new bilateral cotton textile agreement with effect from January 1, 1975. The aggregate level for such new agreement will be 69 million square yards equivalent for the year beginning January 1, 1975, a level based on prior agreement with the Arab Republic of Egypt and discussions between representatives of the two Governments. During the further discussion of provisions of a new bilateral agreement, the development of actual trade during the present year will be taken into account in determining appropriate category limits and other provisions.

During the remaining months of 1974, as an interim measure pending formalization of such a bilateral cotton textile agreement, the two Governments agree that they will consult promptly at the request of

---

[1] TIAS 7744; 24 UST, p. 2252.
[2] TIAS 7840; *post*, p. 1001.

either Government to develop a mutually satisfactory solution to any problems that may arise with respect to exports of Egyptian cotton textiles to the United States of America in any category. In the absence of such a mutually satisfactory solution, the levels of trade in the following categories in the calendar year 1974 shall not exceed the indicated percentages of the aggregate level for 1975, nor may total exports in 1974 exceed 65 million square yards equivalent.

Categories 1 through 4	20.0%
Categories 9/26 (other than print cloth)	50.72%
of which Category 9 shall not exceed	42.03%
and Category 26 shall not exceed	17.39%
Category 18/19/26 (print cloth)	2.9%
Category 21	2.9%
Category 15/16	5.8%
Category 22/23	8.7%
Category 27	2.9%

In categories of cotton textiles not given specific limits, during calendar year 1974, the Government of the Arab Republic of Egypt may exceed consultation levels in such amounts as may be mutually agreed upon by the two governments, the consultation levels for categories of cotton apparel (categories 39–63) being 411,000 square yards equivalent, and the consultation levels for non-apparel cotton textile categories being 616,000 square yards equivalent.

The two governments shall also exchange statistical information on the development of trade under this arrangement.

During the term of this agreement, the Government of the United States of America will not request restraint on the export of cotton textiles from the Arab Republic of Egypt to the United States under the procedures of Article 3 of the MFA. The applicability of the MFA to trade in cotton textiles between the Arab Republic of Egypt and the United States shall otherwise be unaffected by this agreement.

If the foregoing is acceptable to your government, this note and your note of confirmation will constitute an agreement between our two governments, to expire December 31, 1974.

Accept Excellency, the renewed assurances of my highest consideration.

For the Acting Secretary of State:

JULIUS L. KATZ

His Excellency
ASHRAF A. GHORBAL,
Ambassador of Egypt.

The Egyptian Ambassador to the Secretary of State

EMBASSY OF THE
ARAB REPUBLIC OF
EGYPT
2310 DECATUR PLACE, N.W.
WASHINGTON, D.C. 20008

MAY 10, 1974

EXCELLENCY,

I have the honour to refer to your note of today's date, 10 May 1974, proposing an Agreement concerning trade in cotton textiles between the United States of America and the Arab Republic of Egypt.

I further have the honour to accept your Excellency's proposal, as contained in your note of today's date, on behalf of my Government and agree that Your Excellency's note and this note in reply shall constitute an agreement between our two Governments.

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

A. GHORBAL

Ashraf Ghorbal
Ambassador

The Honorable
HENRY A. KISSINGER
Secretary of State
C Street, N.W.
Washington, D.C.

MULTILATERAL

Atomic Energy: Application of Safeguards Pursuant to the Non-Proliferation Treaty

Protocol suspending the agreement of March 4, 1969.
Signed at Vienna June 19, 1973;
Entered into force May 15, 1974.

PROTOCOL SUSPENDING THE AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF IRAN AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFEGUARDS AND PROVIDING FOR THE APPLICATION OF SAFEGUARDS PURSUANT TO THE NON-PROLIFERATION TREATY

The International Atomic Energy Agency (hereinafter referred to as the "Agency"), the Government of Iran, and the Government of the United States of America;

RECOGNIZING that the Agency has been applying safeguards in accordance with the provisions of the Agreement between the International Atomic Energy Agency, the Government of Iran, and the Government of the United States of America for the Application of Safeguards signed on 4 March 1969 [1] (hereinafter referred to as the "Safeguards Transfer Agreement") to materials, equipment and facilities required to be safeguarded under the Agreement for Co-operation between the Government of the United States of America and the Government of Iran concerning Civil Uses of Atomic Energy signed on 5 March 1957, as amended, [2] (hereinafter referred to as the "Agreement for Co-operation") to ensure so far as it is able that they will not be used in such a way as to further any military purpose;

RECOGNIZING that Iran, as a non-nuclear-weapon State Party to the Treaty on the Non-Proliferation of Nuclear Weapons [3] (hereinafter

---

[1] TIAS 6741; 20 UST 2748.
[2] TIAS 4207, 6219, 6726; 10 UST 733; 18 UST 205; 20 UST 2677.
[3] TIAS 6839; 21 UST 483.

referred to as the "Treaty"), has concluded with the Agency an Agreement for the Application of Safeguards (hereinafter referred to as the "Treaty Safeguards Agreement") pursuant to paragraph 1 of Article III of the Treaty;

RECOGNIZING that Article 23 of the Treaty Safeguards Agreement provides for the suspension of Agency safeguards applied pursuant to other safeguards agreements with the Agency;

RECOGNIZING that under Article IX of the Agreement for Co-operation the Government of Iran has guaranteed that no material including equipment and devices transferred to the Government of Iran or authorized persons under its jurisdiction from the United States of America pursuant to the Agreement for Co-operation and no special nuclear material produced through the use of such material, equipment or devices will be used for any military purpose;

HAVE AGREED:

1. The Treaty Safeguards Agreement shall be applied as therein provided, and the Safeguards Transfer Agreement shall be deemed to be suspended during the time and to the extent that the Treaty Safeguards Agreement is in force and safeguards specified in the Treaty Safeguards Agreement are being applied by the Agency.

2. In the event that the Government of Iran intends to exercise its discretion in accordance with Article 14 of the Treaty Safeguards Agreement to use any nuclear material required to be safeguarded under that Agreement in a military activity not proscribed by the Treaty, the Government of Iran will satisfy the Agency and the Government of the United States of America that such material is not subject to the guarantees made to the Government of the United States of America by the Government of Iran in Article IX of the Agreement for Co-operation, and that no materials, equipment or facilities transferred from the United States of America to Iran under the Agreement for Co-operation are involved in such use.

3. This Protocol shall be signed by or for the Director General of the Agency and by the authorized representatives of the Government of Iran and the Government of the United States of America and shall enter into force on the date on which the Agency receives from the Government of Iran written notification that its constitutional requirements for entry into force of the Treaty Safeguards Agreement and of this Protocol have been met. [1]

[1] May 15, 1974.

DONE in Vienna, this 19th day of June 1973, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

SIGVARD EKLUND

For the GOVERNMENT OF IRAN:

M. SADRI

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

DWIGHT J PORTER

[SEAL]

MULTILATERAL

Space Research Project

Agreement effected by exchanges of notes
Dated at Brasilia October 17, 18 and 19, 1973.
With memorandum of understanding
Signed October 12, 15 and 16, 1973;
Entered into force October 19, 1973.

The American Embassy to the Brazilian Ministry of External Relations

No. 485

The Embassy of the United States of America presents its compliments to the Ministry of External Relations and has the honor to refer to a proposed space research project planned jointly by the Conselho Nacional De Pesquisas (CNPQ) of the Federative Republic of Brazil, the Max Planck Society under the sponsorship of the Bundsministerium Fuer Forschung Und Technologie (BMFT) of the Federal Republic of Germany, and the National Aeronautics and Space Administration (NASA) of the United States of America. The nature of the project would be the use of sounding rockets at the Barreira Do Inferno Range at Natal, Brazil in October of 1973 for the purposes of studying the dynamics of artificial barium clouds, of measuring the electric field plasma density and ion drift velocity, and of detecting energetic protons and electron fluxes which may be associated with equatorial spread-f conditions.

The Embassy understands that the technical details of this project have been informally agreed upon by the participating agencies as set forth in the attached Memorandum of Understanding. The Embassy has the honor to propose, on behalf of the Government of the United States of America that, if this note and the attached Memorandum of Understanding [1] are acceptable to the Government of Brazil and the Government of the Federal Republic of Germany, the acceptances to that effect and this note and the attached Memorandum of Understanding shall constitute an agreement between the three Governments which shall enter into effect on the date of the later of the acceptances and shall remain in effect until December 31, 1975 and thereafter until terminated by any Government on 90-days notice.

---

[1] See p. 861.

The Embassy takes this opportunity to renew to the Ministry the assurances of its highest consideration.

THE EMBASSY OF THE UNITED STATES OF AMERICA
BRASILIA, *October 17, 1973*

The Brazilian Ministry of Foreign Affairs to the American Embassy

MINISTERIO DAS RELAÇÕES EXTERIORES

DAI/DOI/DCS/DE-I/110/692.21(B46)(F36)

O Ministério das Relações Exteriores cumprimenta a Embaixada dos Estados Unidos da América e tem a honra de acusar o recebimento da nota nº 485, de 17 do corrente mês, cujo texto, em português, é o seguinte:

"A Embaixada dos Estados Unidos da América cumprimenta o Ministério das Relações Exteriores e tem a honra de se referir a um proposto projeto de pesquisa espacial, planejado conjuntamente pelo Conselho Nacional de Pesquisas (CNPq) da República Federativa do Brasil, a Sociedade Max Planck sob o patrocínio do Ministério Federal de Pesquisa e Technologia (BMFT) da República Federal da Alemanha, e a Administração Nacional de Aeronáutica e Espaço (NASA) dos Estados Unidos da América. A essência do projeto consistiria no uso de foguetes de sondagem na base de Barreira do Inferno em Natal, Brasil, em outubro de 1973, com a finalidade de estudar a dinâmica de nuvens artificiais de bário, de medir a densidade do campo elétrico de plasma e velocidade flutuante de ion, e a detecção de fluxos de protons energéticos e de eletrons, que possam estar associados com condições de propagação-f equatorial.

2. A Embaixada entende que os detalhes técnicos do projeto mencionado foram acordados informalmente pelas entidades participantes tal como expresso no Memorando de Entendimento anexo. A Embaixada tem a honra de propor, em nome do Governo dos Estados Unidos da América, que, se esta nota e o incluso Memorando de Entendimento forem aceitos pelo Governo do Brasil e pelo Governo da República Federal da Alemanha, constituam as respostas de aceitação nesse sentido e esta nota e o respectivo Memorando de Entendimento um Acordo entre os três Governos o qual entrará em vigor na data da última das respostas de aceitação e permanecerá em vigor até 31 de dezembro de 1975, e sendo prorrogado, após essa data, até que seja rescindido por um dos Governos mediante denúncia com 90 dias de antecedência.

A Embaixada aproveita a oportunidade para renovar ao Ministério os protestos da sua mais alta consideração".

2. Em resposta, o Ministério das Relações Exteriores informa a Embaixada dos Estados Unidos da América de que concorda com

os termos da nota acima transcrita, a qual, juntamente com a presente, passa a constituir um Acordo entre o Governo da República Federativa do Brasil e o Governo dos Estados Unidos da América, a entrar em vigor na data de hoje, em confirmação formal do Memorando de Entendimento entre o Conselho Nacional de Pesquisa e o Ministério Federal de Pesquisa e Tecnologia e Administração Nacional de Aeronáutica e Espaço, firmado pelos representantes daquelas entidades, respectivamente nos dias 15, 16 e 12 de outubro corrente.

BRASÍLIA, *em 19 de outubro de 1973.*

H. Mey.

Translation

MINISTRY OF FOREIGN AFFAIRS

DAI/DOI/DCS/DE-I/110/692/21(B46)(F36)

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of note No. 485 dated October 17, 1973, the text of which, in Portuguese, is as follows:

[For the English language text, see p. 1.]

In reply, the Ministry of Foreign Affairs informs the Embassy of the United States of America that it concurs in the terms of the note transcribed above, which, together with this note, shall constitute an agreement between the Government of the Federative Republic of Brazil and the Government of the United States of America, which shall enter into force on today's date, formally confirming the Memorandum of Understanding between the Conselho Nacional de Pesquisas, the Bundesministerium fuer Forschung und Technologie, and the National Aeronautics and Space Administration, signed by representatives of those agencies on October 15, 16, and 12, 1973, respectively.

BRASILIA, *October 19, 1973*

[SIGNATURE]

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

The Embassy of the United States of America presents its compliments to the Embassy of the Federal Republic of Germany and has the honor to refer to a proposed space research project planned jointly by the Conselho Nacional De Pesquisas (CNPQ) of the Federative

Republic of Brazil, the Max Planck Society under the sponsorship of the Bundsministerium Fuer Forschung Und Technologie (BMFT) of the Federal Republic of Germany, and the National Aeronautics and Space Administration (NASA) of the United States of America. The nature of the project would be the use of sounding rockets at the Barreira Do Inferno Range at Natal, Brazil in October of 1973 for the purposes of studying the dynamics of artificial barium clouds, of measuring the electric field plasma density and ion drift velocity, and of detecting energetic protons and electron fluxes which may be associated with equatorial spread-f conditions.

The Embassy understands that the technical details of this project have been informally agreed upon by the participating agencies as set forth in the attached Memorandum of Understanding. The Embassy has the honor to propose, on behalf of the Government of the United States of America that, if this note and the attached Memorandum of Understanding are acceptable to the Government of Brazil and the Government of the Federal Republic of Germany, the acceptances to that effect and this note and the attached Memorandum of Understanding shall constitute an agreement between the three Governments which shall enter into effect on the date of of the later of the acceptances and shall remain in effect until December 31, 1975 and thereafter until terminated by any Government on 90-days notice.

The Embassy takes this opportunity to renew to the Embassy the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
BRASILIA, *October 18, 1973*

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

BOTSCHAFT
DER
BUNDESREPUBLIK DEUTSCHLAND [1]

EMBAIXADA
DA
REPÚBLICA FEDERAL DA ALEMANHA [1]

BRASÍLIA, D. F.,
BRASILIEN
AV. DAS NAÇÕES, LOTE 25

Ku 493

The Embassy of the Federal Republic of Germany presents its compliments to the Embassy of the United States of America and acknowledges receipt of the following Note dated October 18, 1973:

[1] In translation reads: "Embassy of the Federal Republic of Germany".

43-377 O - 75 - 55

"The Embassy of the United States of America presents its compliments to the Embassy of the Federal Republic of Germany and has the honor to refer to a proposed space research project planned jointly by the Conselho Nacional de Pesquisas (CNPQ) of the Federative Republic of Brazil, the Max Planck Society under the sponsorship of the Bundesministerium für Forschung und Technologie (BMFT) of the Federal Republic of Germany, and the National Aeronautics and Space Administration (NASA) of the United States of America. The nature of the project would be the use of sounding rockets at the Barreira do Inferno Range at Natal, Brazil, in October of 1973 for the purpose of studying the dynamics of artificial barium clouds, of measuring the electric field plasma density and ion drift velocity, and of detecting energetic protons and electron fluxes which may be associated with equatorial spread-f conditions.

The Embassy understands that the technical details of this project have been informally agreed upon by the participating agencies as set forth in the attached Memorandum of Understanding. The Embassy has the honor to propose, on behalf of the Government of the United States of America that, if this note and the attached Memorandum of Understanding are acceptable to the Government of Brazil and the Government of the Federal Republic of Germany, the acceptances to that effect and this note and the attached Memorandum of Understanding shall constitute an agreement between the three Governments which shall enter into effect on the date of the later of acceptances and shall remain in effect until December 31, 1975 and thereafter until terminated by any Government on 90-days notice.

The Embassy takes this opportunity to renew to the Embassy the assurances of its highest consideration."

The Government of the Federal Republic of Germany approves the project and this acknowledgment constitutes finalization of the Agreement.

The Embassy of the Federal Republic of Germany avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

BRASÍLIA, *October 18, 1973*

Memorandum of Understanding
Between the
Conselho Nacional De Pesquisas
and the
Bundesministerium Fuer Forschung Und
Technologie and the
National Aeronautics and Space Administration

The Conselho Nacional de Pesquisas (CNPq) of Brazil, the Bundesministerium fuer Forschung und Technologie (BMFT) of the Federal Republic of Germany, and the National Aeronautics and Space Administration (NASA) of the United States of America reaffirm their desire to conduct space research projects of mutual interest for peaceful scientific purposes.

Accordingly, CNPq, BMFT and NASA agree to conduct a sounding rocket research project from the Barreira do Inferno Range at Natal, Brazil in the fall of 1973 for the purposes of studying the dynamics of artificial barium clouds, of measuring the electric field plasma density and ion drift velocity, and of detecting energetic protons and electron fluxes which may be associated with equatorial spread-F conditions.

To carry out this project, CNPq, BMFT and NASA agree to use their best efforts to discharge the following responsibilities.

NASA Responsibilities:

1. Provide, prepare for launching, as mutually agreed, and transport to the launch site two Javelin sounding rocket systems and necessary project support equipment.
2. Provide mutually agreed instrumentation in the payload for electric field measurements, plasma density, ion and electron flux measurements and helium scatter line observations and deliver instruments to Germany for payload integration.
3. Provide use of NASA-loaned equipment currently at the launch site.
4. Assist in rocket launching, tracking and telemetry operations as mutually agreed.
5. Provide other appropriate technical assistance to carry out the project as mutually agreed.

BMFT Responsibilities:

1. Provide barium cloud and solid state analyzer portions of the payload; design, fabricate, assemble, integrate, and test the payload and deliver it to the launch site.
2. Assist in rocket launching operations as mutually agreed.
3. Provide optical tracking stations and associated operational support systems, as mutually agreed.
4. Provide or arrange for ionosonde remote display equipment at the launch site.
5. Arrange such other ground support as might be mutually agreed

to be necessary to carrying out the scientific objectives of the campaign.

CNPq Responsibilities:

1. Prepare and operate the launching range and associated facilities.
2. Assist in the installation and operation of all project support equipment supplied by NASA and BMFT.
3. Store and assist in the assembly of the NASA-supplied sounding rocket and the BMFT-supplied payload.
4. Assist in telemetry operations and conduct the sounding rocket launching in accordance with a mutually agreed schedule.

Each agency agrees to designate a Project Manager to be responsible for coordinating the agreed functions and responsibilities of each agency with the other in the implementation of this agreement.

There will be no exchange of funds between the cooperating agencies. Each agency will bear the costs of discharging its respective responsibilities, including travel and subsistence of its own personnel and transportation charges on all equipment for which it is responsible.

BMFT, CNPq, and NASA will use their best efforts to arrange for free customs clearance of equipment required in this project.

The results of all experiments covered by this agreement will be available to BMFT, CNPq and NASA.

First publication rights will reside with the Principal Investigators for one year after launch. Results of the investigations will be made available to the scientific community in general through publication in appropriate journals or other established channels.

Release of public information regarding this cooperative project may be made by each agency for its own activities as desired and, insofar as the participation of the other is involved, after suitable coordination.

The BMFT, CNPq and NASA shall bear full responsibility for any damage to their respective nationals in the course of this cooperative project. In the event of damage to nationals of countries which are not parties to this agreement, for which damage there is liability under the principles of international law or the Convention on International Liability for Damage Caused by Space Objects, [1] the BMFT, CNPq, and NASA agree to consult promptly on an equitable sharing of the payments for any settlement required. If agreement is not reached within 180 days, the three agencies will act promptly to arrange for early arbitration to settle the sharing of such claims following the 1958 model rules on arbitral procedure of the International Law Commission. [2]

It is understood that the ability of the BMFT, CNPq and NASA to carry out activities under this agreement is subject to the availability of appropriated funds.

---

[1] TIAS 7762; 24 UST 2389.

[2] *Yearbook of the International Law Commission*, 1958, vol. 2, pp. 83–105.

This Memorandum of Understanding is subject to acceptance by the Governments of Brazil, the Federal Republic of Germany and the United States of America.

J FACANHA
For the Conselho Nacional de Pesquisas

Date 15 de outubro de 1973

OVE SCHLICHTING
For the Bundesministerium Fuer Forschung und Technologie

Date 16, Okt. 1973

JOHN E. NAUGLE
For the National Aeronautics and Space Administration

Date 12 Oct. 73

Memorando De Entendimento
Entre O
Conselho Nacional De Pesquisas
E— O
Ministério Federal De Pesquisa E Technologia
E A
Administração Nacional De Aeronautica E Espaço

O Conselho Nacional de Pesquisas (CNPq) do Brasil, o Ministério Federal de Pesquisa e Tecnologia (BMFT) da República Federal da Alemanha e a Administração Nacional de Aeronáutica e Espaço (NASA) dos Estados Unidos da América, reafirmam o seu propósito de levar a efeito projetos de pesquisa espacial de mútuo interesse para fins cientificos pacificos.

Assim, CNPq, BMFT e NASA concordam em pôr em execução um projeto de pesquisa com foguete de sondagem, na Barreira do Inferno, em Natal, Brasil, no outono de 1973, com a finalidade de estudar a dinâmica de nuvens artificiais de bário, de medir a desidade do campo elétrico de plasma e velocidade flutuante de ion, e a detecção de fluxos de protons energéticos e de eletrons, fluxos esses que possam estar associados com condições da propagação-F-equatorial.

Para executar este projeto, o CNPq, o BMFT e a NASA concordam em esforçar-se para o melhor desempenho possivel das seguintes responsabilidades:

Responsabilidades da NASA:

1. —Prover, preparar para lançamento, conforme mutuamente combinado e transportar para o local de lançamento dois sistemas de foguetes de sondagem "Javelin" e necessário equipamento de apoio ao projeto.

2. —Prover, na carga útil, instrumentação selecionada de comum acordo para medidas do campo elétrico, densidade de plasma, medidas de fluxo de ion e eletron, de linhas de dispersão de helio, e entregar instrumentos à Alemanha para integração da carga útil.

3. —Prover o uso do equipamento emprestado pela NASA e que já se encontra no local do lançamento.

4. —Dar assistência nas operações de lançamento dos foguetes.

5. —Prestar outra assistência técnica adequada à realização do projeto, conforme mutuamente combinado.

Responsabilidades do BMFT:

1. —Prover nuvem de bário e parte do analisador de estado sólido da carga útil; projetar, fabricar, montar, integrar e testar a carga útil e entregá-la no local do lançamento.

2. —Prestar assistência nas operações de lançamento, conforme mutuamente combinado.

3. —Prover estações de rastreamento ótico e sistemas de apoio operacional associado, conforme mutuamente combinado.

4. —Prover ou providenciar equipamento de exposição remota de ionosonda no local do lançamento.

5. —Providenciar outros apoios terrestres que possam ser, de comum acordo, considerados necessários à realização dos objetivos cientificos da campanha.

Responsabilidades do CNPq:

1. —Preparar e operar a base de lançamento e instalações com a mesma relacionadas.

2.—Prestar assistência na instalação e operação de todo o equipamento de apoio do projeto fornecidos pela NASA e BMFT.

3.—Dar assistência na montagem do foguete de sondagem fornecido pela NASA e na carga útil fornecida pelo BMFT, e guardá-los.

4.—Prestar assistência às operações de telemetria e levar a efeito o lançamento do foguete de sondagem, de acordo com horário mutuamente combinado.

Cada Agência concorda em designar uma autoridade que se encarregue da coordenação das funções combinadas e das responsabilidades de cada Agência para com cada outra Agência na implementação deste acordo.

Não haverá entre as Agências transferência de recursos financeiros. Cada Agência arcará com os custos de suas próprias responsabilidades, inclusive transporte e manutenção de seu próprio pessoal e transporte de todo o equipamento pelo qual é responsável.

O BMFT, o CNPq e a NASA esforçar-se-ão, da melhor maneira possível, para conseguir a liberação alfandegária do equipamento necessário a cada projeto.

Os resultados de todas as experiências em conformidade com este memorando serão postos à disposição do BMFT, do CNPq e da

NASA. Os direitos da primeira publicação permanecerão com os investigadores principais durante um ano após o lançamento. Os resultados das investigações serão postos à disposição da comunidade científica em geral através de divulgação em publicações apropriadas ou por outros meios de informação existentes.

No que se refere à cooperação estabelecida por este memorando, a divulgação de informação poderá ser feita por qualquer das Agências, no que disser respeito a suas próprias atividades, como o desejar, mas no que concerne a atividades de que participe outra Agência, a divulgação só poderá ser feita após coordenação adequada.

O BMFT, o CNPq e a NASA arcarão com a responsabilidade total por quaisquer danos que possam sofrer os nactionais de cada um dos respectivos paises, no curso desta cooperação. No caso de danos sofridos por nacionais de paises que não participam desta cooperação, danos para os quais, no entanto, existe responsabilidade legal segundo os principios de Direito Internacional Sobre os Principios Reguladores das Atividades dos Estados na Exploração e no Uso do Espaço Cósmico, inclusive a lua e outros corpos celestes, o BMFT, o CNPq e a NASA concordam em, prontamente, examinar uma partilha equitativa de quaisquer pagamentos que possam ser necessários à solução do assunto. Se não houver acordo no prazo de 180 dias, as três Agências tomarão de imediato medidas para que se estabeleça uma arbitragem que regule a partilha dos pagamentos, aplicando-se as regras padrões de procedimento de arbitragem, de 1958, da Comissão de Direito Internacional.

Fica entendido que o BMFT, o CNPq e a NASA só poderãoe executar atividades previstas neste memorando na medida em que contarem para tanto com as verbas respetivas.

Este Memorando de Entendimento ficará sujeito a aceitação pelos Governos do Brasil, de República Federal da Alemanha e dos Estados Unidos da América.

J FACANHA
CONSELHO NACIONAL DE PESQUISAS

Data: 15 de outubro de 1973

OVE SCHLICHTING
MINISTERIO FEDERAL DE PESQUISA E TECNOLOGIA

Data: 16 Okt 1973

JOHN E. NAUGLE
ADMINISTRACÃO NACIONAL DE AERONÁUTICA E ESPACO

Data: 12 Oct 73

INDIA

Finance: Public Law 480 and Other Funds

Agreement signed at New Delhi February 18, 1974;
Entered into force February 18, 1974.

AGREEMENT ON
PUBLIC LAW 480 AND OTHER FUNDS

BETWEEN

THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF INDIA

AGREEMENT ON PUBLIC LAW 480 AND OTHER FUNDS
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,

Considering that past United States agricultural and other economic assistance programs have constituted valuable contributions to the economic development of India;

That, in a continuing spirit of friendship and cooperation, the Government of the United States of America and the Government of India have consulted on matters of mutual interest and concern;

That both Governments recognize that the situation they face today is not the same as when they reached agreement on past economic assistance programs;

That there is a mutual desire on the part of the Government of the United States of America and the Government of India to build a mature economic relationship between equals;

That as we enter this era of new economic relations there is also a mutual desire to strengthen trade relations between the two countries; and

That the two Governments also share an appreciation of the importance of an enlarged program for the exchange of persons for scientific, educational, and cultural purposes, as well as increased programs for joint scientific cooperation;

Have, therefore, as an important step towards strengthening relations and creating the climate necessary to accomplish these shared objectives, agreed upon a disposition of rupees received by the Government of the United States of America pursuant to United States Public Law 480 sales of agricultural products,[1] and pursuant to other forms of economic assistance to India also repayable in rupees. The terms and conditions pertinent to such agreed disposition, and amounts of rupees involved, are as specified in Parts I, II and III of this Agreement.

PART I

Public Law 480 Rupees

Whereas the Government of the United States of America and the Government of India have from time to time, pursuant to and in furtherance of the objectives of Title I, Agricultural Trade Development and Assistance Act (United States Public Law 480 of 1954), entered into the agreements for the sale of agricultural commodities specified in Annex I hereto, whereunder the Government of India agreed to make certain payments of Indian rupees to the Government of the United States of America (the "Sales Agreements");

Whereas, pursuant to and in furtherance of the objectives of Section 104 of said Public Law 480, the Government of the United States of America and the Government of India have also entered into certain other agreements, specified in Annex II hereto, whereunder the Government of the United States of America has loaned to the Government of India certain of the rupee proceeds accruing to the

[1] 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.* [Footnote added by the Department of State.]

Government of the United States of America as a result of the Sales Agreements (the "Loan Agreements");

Whereas the Government of the United States of America, also based on authority contained in Section 104 of said Public Law 480, has entered into the agreements specified in Annex III hereto, pursuant to which certain other of the rupee proceeds accruing from the Sales Agreements have been loaned to private borrowers in India (the "Cooley Agreements");

Whereas, by operation of the agreements referred to above, and subject to adjustment as provided in paragraph 1(d) of this Part I, on the date of this Agreement the Government of the United States of America has and is scheduled in the future to receive rupees in the following categories and amounts (the "Public Law 480 rupees"):

(a) Unexpended balances (held in special securities with the Reserve Bank of India) of amounts already received by the Government of the United States of America from (1) the Government of India pursuant to the terms of the Sales Agreements; (2) the Government of India pursuant to the terms of the Loan Agreements; and (3) private borrowers pursuant to the terms of the Cooley Agreements:

Rs. **1,829** million

(b) Unpaid and outstanding principal, and unpaid interest thereon to the date of this Agreement, under the Loan Agreements:

Rs. **15,311** million

(c) Unpaid and outstanding principal, and interest scheduled to become due thereon after the date of this Agreement, pursuant to the terms of the Cooley Agreements:

Principal	Rs. 781 million
Interest	Rs. 253 million

Whereas the total of the foregoing Public Law 480 rupees is Rs. 18,174 million, which figure includes all scheduled future Public Law 480 proceeds with the sole exception of interest payable under the Loan Agreements after the date of this Agreement; and

Whereas the two Governments, parties to this Agreement, mutually desire that: (a) the Government of India's outstanding obligations under the Loan Agreements be forthwith paid in full; (b) with the sole exceptions hereinbelow treated, all Public Law 480 rupees be granted to the Government of India, in accordance with the provisions of Public Law 480, and spent with reasonable promptness in a manner designed to contribute to the economic development of the Republic of India; (c) an understanding be reached as to disposition and use of future payments to the Government of the United States of America pursuant to the terms of the Cooley Agreements; and (d) an accommodation be reached as to the satisfaction of certain dollar conversion obligations of the Government of India to the Government of the United States of America, arising from the agreements specified in Annex IV to this Agreement;

Now, therefore, the two Governments hereby agree as follows:

Transition Account

1(a) The Government of India shall prepay, on the date of this Agreement, the entire unpaid and outstanding principal, and shall pay accrued interest up to the date of this Agreement, under the Loan Agreements.

(b) The Government of India shall make the foregoing prepayment of principal and payment of accrued interest by depositing, on the date of this Agreement, Rs. 15,311 million into a new account in favor of the Government of the United States of America within the Public Account of the Government of India, such account to bear no interest (the "Transition Account").

(c) On the date of this Agreement the Government of the United States of America and the Government of India shall cause the sum of Rs. 1,829 million, held in securities with the Reserve Bank of India and referred to in paragraph (a) of the fourth preambular clause of this Part I, to be exchanged for rupees; and the Government of the United States of America shall deposit such rupees in the Transition Account.

(d) Within ninety days of the date of this Agreement, or by such other date as the two Governments shall otherwise agree, the Government of India shall deposit into the Transition Account, or the Government of the United States of America shall transfer to the Government of India from the Transition Account, as may be appropriate, such amount in rupees as may be required to correct inaccuracies in computation of the rupees prepaid, paid, or transferred pursuant to the preceding paragraphs 1 (b) and 1 (c).

2. Public Law 480 rupees remaining in the Transition Account after the date of this Agreement may be expended up to June 30, 1974 for any of the purposes and activities for which Public Law 480 rupees had been spent by the Government of the United States of America prior to June of 1972 in accordance with the consultative procedures in effect prior to such date. Any such rupees which are unexpended as of June 30, 1974 shall be transferred promptly thereafter to the Government of India as an additional part of the grant provided for in paragraph 3 of this Part I, such amount to be allocated among the sectors specified in paragraph 4(a) of this Part I as the Government of India shall determine.

Financing of Development Projects

3. To promote agricultural and other economic development in India, including programs designed to promote, increase and improve food production and related activities, the Government of the United States of America hereby delivers to the Government of India (which hereby acknowledges receipt thereof) its check in the amount of Rs. 16,640 million. Except as provided in paragraphs 2, 6 and 7 of this Part I, delivery of this check to the Government of India shall terminate all rights of the Government of the United States of America to own or in any manner use Public Law 480 rupees.

4(a) The proceeds of the grant provided for in the preceding paragraph 3 shall be applied by the Government of India in their entirety to projects to be chosen by the Government of India in the following sectors and shall be expended in the amounts indicated:

(i) Agriculture, including: agricultural research and education; minor irrigation; animal husbandry and dairy; special projects and programs of rural development and employment; soil conservation and land development --	Rs. 10,000 million
(ii) Housing --	Rs. 1,800 million
(iii) Family Planning, including: services and supplies (rural family planning centers, sub-centers, family planning bureaus, intensive district programs and provision of transport)--	Rs. 1,050 million
(iv) Health: National malaria eradication and smallpox schemes --	Rs. 400 million
(v) Technical Education, including: Indian Institutes of Technology; Indian Institutes of Management; regional engineering colleges --	Rs. 350 million
(vi) Power/Central Sector, including: regional load despatch stations and interstate links --	Rs. 700 million
(vii) Power/State Sector, including: 10 hydro-electric and thermal projects--	Rs. 1,800 million
(viii) Rural Electrification --	Rs. 540 million
Total:	Rs. 16,640 million

(b) The Government of India may in its sole discretion reallocate amounts among the sectors specified in the preceding paragraph

4(a), so long as the amount for each sector shall not be increased or decreased by more than 15 percent. Further, the Government of India may, in agreement with the Government of the United States of America, make reallocations resulting in increases or decreases of more than 15 percent for any of those sectors or, again in agreement with the Government of the United States of America, may make allocations, within the same total, to new sectors.

5. The grant provided for in the preceding paragraph 3, including any addition thereto made pursuant to paragraph 2 or paragraph 7 of this Part I, shall, in the absence of extraordinary circumstances, be fully expended in the sectors identified in the preceding paragraph 4(a), or in the new sectors referred to in the preceding paragraph 4(b), within a period not exceeding five years from April 1, 1974. Until the said amounts have been fully expended, the Government of India will furnish to the Government of the United States of America an annual summary statement, by September 30 of each year, setting forth for the preceding Government of India fiscal year the amount of the grant expended in each of the sectors, the remaining balance allocated to each sector and a brief description of each project or activity financed with such funds. The final statement showing the total amounts expended in each of the sectors will be furnished for the fiscal year of the Government of India in which these funds are fully expended. The Government of India will also furnish such additional summary information concerning use of these funds as the Government of the United States of America may from time to time reasonably request.

Cooley Account

6. All payments of principal and interest received after the date of this Agreement by the Government of the United States of America pursuant to the terms of the Cooley Agreements will be credited upon receipt to a separate non-interest bearing account to be established to the credit of the Government of the United States of America within the Public Account of the Government of India (the "Cooley Account"). Payments thus received and credited will be available for use only as follows:

(a) In satisfaction of the conversion obligations contained in the agreements listed in Annex IV, the Government of India will exchange rupees held in the Cooley Account for United States dollars in an amount equal to $64 million, in ten equal installments, on the first business day in India of July of calendar years 1974 through 1983. The applicable exchange rate for this purpose shall be the rate derived by multiplying the selling rate for the United States dollar in terms of the pound sterling in London on the last preceding business day (as used by the Reserve Bank of India for similar transactions) by the Reserve Bank of India's selling rate in Bombay on such business day for the pound sterling in terms of the rupee; provided, that if on any conversion date the applicable exchange rate cannot be so derived, it shall be the rate legally available in India on such date which requires the smallest number of rupees for the purchase of each United States dollar and which is not less favorable to the Government of the United States of America than the exchange rate obtainable by any other nation on such date.

43-377 O - 75 - 56

(b) All United States dollars obtained by the Government of the United States of America pursuant to the preceding paragraph 6(a) may, without any restriction or imposition, be transferred to the United States or otherwise employed as the Government of the United States of America shall determine.

(c) In the event that, based on the rupee/dollar exchange rate referred to in the preceding paragraph 6(a), Cooley Agreement payments received and deposited in the Cooley Account by the Government of the United States of America during the twelve months preceding the date of any scheduled conversion prove insufficient as of such date to equal the dollars then due, the Government of the United States of America may meet any and all such deficits by use of its retained Non-Public Law 480 rupees, as provided in paragraph 10(e) of Part II of this Agreement.

(d) In the event that (i) based on the same rupee/dollar exchange rate, Cooley Agreement payments received and deposited into the Cooley Account by the Government of the United States of America during the twelve months preceding the date of any scheduled conversion prove excessive to the dollars due from the Government of India as of such date, or (ii) there shall be rupees remaining or received in the Cooley Account after the final conversion date specified in the preceding paragraph 6(a), then all such excess rupees may be used or allocated by the Government of the United States of America for any of the purposes and activities for which Public Law 480 rupees had been spent by that Government prior to June of 1972. Such purposes and activities may include support by the Government of the United States of America for its

economic assistance program in Nepal, including related transshipment costs in India and the training at Indian institutions of citizens of Nepal, provided that such use or allocation of rupees in support of the Nepal program will be subject to the procedures, and within the limitations, of paragraphs 10(a) and 10(b) of Part II of this Agreement.

7. The Government of the United States of America shall transfer, as of the date of this Agreement, Rs. 190 million from the Transition Account to the Cooley Account, such amount to be allocated solely for future expenditure against commitments of Public Law 480 rupees by that Government prior to the date of this Agreement. Any rupees so transferred which at any future time are deemed by the Government of the United States of America to be no longer required to meet such commitments shall be transferred promptly to the Government of India as an additional part of the grant provided for in paragraph 3 of this Part I, such amount to be allocated, as the Government of India shall determine, among the sectors specified in the preceding paragraph 4(a).

PART II

Non-Public Law 480 Rupees

Whereas the Government of the United States of America and the Government of India have from time to time entered into certain loan agreements, specified in Annex V hereto, pursuant to the terms of which the Government of India has agreed to make repayment in rupees of amounts thereby loaned and to pay interest to the Government of the United States of America on the outstanding amounts of such loans (the "Development Loan Agreements");

Whereas the Government of the United States of America has also entered into the loan agreements specified in Annex VI hereto with certain borrowers other than the Government of India, also providing for payment of principal and interest in rupees (the "Commercial Loan Agreements");

Whereas (subject to adjustment as provided for in paragraph 6 of this Part II), the Government of the United States of America on the date of this Agreement has unexpended balances of Rs. 4,735 million in special securities of the Government of India, on deposit with the Reserve Bank of India, which securities were purchased with (a) amounts repaid to the Government of the United States of America pursuant to the terms of the Development Loan and Commercial Loan Agreements, (b) interest earned on the special securities thus purchased, and (c) interest earned on securities purchased with amounts paid to the Government of the United States of America under agreements entered into pursuant to Public Law 480;

Whereas the Government of the United States of America on the date of this Agreement also holds on deposit Rs. 769 million with certain other banks in India, as specified in Annex VII hereto; and

Whereas the two Governments, parties hereto, are desirous that the Government of India's future obligations under the Development Loan Agreements be prepaid, and that procedures pertinent to deposit and expenditure of funds to be retained by the Government of the United States of America, accruing from the loan agreements specified above, be restated and changed in certain particulars;

Now, therefore, the two Governments hereby agree as follows:

Rupee and Dollar Denominated Accounts

1. The Government of India shall prepay, on the date of this Agreement, the entire unpaid and outstanding principal, and shall pay accrued interest up to the date of this Agreement, under the Development Loan Agreements.

2. The Government of India shall make the foregoing prepayment of principal and payment of accrued interest by depositing, on the date of this Agreement, Rs.2,223 million into a new account in favor of the Government of the United States of America within the Public Account of the Government of India, such account to bear no interest (the "Rupee Account").

3. The Government of the United States of America and the Government of India shall, on the date of this Agreement, cause Rs. 4,735 million in securities now held with the Reserve Bank of India, as referred to in the third preambular clause of this Part II, to be exchanged for rupees. The Government of the United States of America shall thereupon, also on the date of this Agreement, deposit such rupees in the Rupee Account.

4. The following provisions pertain to maintenance in value, by the Government of India, of a portion of the rupees retained hereunder by the Government of the United States of America:

(a) On the date of this Agreement, the Government of the United States of America shall transfer the rupee equivalent of $500 million from the Rupee Account to a new account established in its favor within the Public Account of the Government of India, such account to bear no

interest (the "Dollar Denominated Account"). At the applicable rate of exchange in effect on the date of this Agreement, the amount so transferred shall be Rs. 4140 million.

(b) On the first business day in India following the anniversary date of this Agreement in each of the years 1975 through 1984, inclusive, the Government of India shall cause the Dollar Denominated Account to be debited by the amount in Indian rupees equivalent to $50 million, calculated at the applicable exchange rate in effect on such anniversary date, and the Rupee Account to be credited by an equal amount of rupees. The Government of India shall pay into the Dollar Denominated Account additional rupees, if necessary, to permit credit to the Rupee Account of the full $50 million (rupee equivalent) for each of the years 1975 through 1984.

(c) For purposes of the preceding paragraphs 4(a) and 4(b) of this Part II, the applicable exchange rate on the date of this Agreement and on any anniversary date shall be the rate derived by multiplying the selling rate for the United States dollar in terms of the pound sterling in London on the last preceding business day (as used by the Reserve Bank of India for similar transactions) by the Reserve Bank of India's selling rate in Bombay on such business day for the pound sterling in terms of the rupee; provided, that if on any anniversary date the applicable exchange rate cannot be derived in accordance with the foregoing, it shall be the rate legally available in India on the last preceding business day which would require the smallest number of rupees for the purchase of each United States dollar and which is not less favorable to the Government of the United States of America than the exchange rate obtainable by any other nation on such business day.

(d) No portion of the Rupee Account shall at any time be subject to maintenance of value.

5. The Government of the United States of America will also transfer to the Rupee Account, in its name, all future payments of principal and interest, as received, pursuant to the Commercial Loan Agreements.

6. Within ninety days of the date of this Agreement, or by such other date as the two Governments shall agree, the Government of India shall deposit in the Rupee Account, or the Government of the United States of America shall transfer to the Government of India from the Rupee Account, as may be appropriate, such amount in rupees as may be required to correct inaccuracies in computation of the rupees prepaid, paid or transferred pursuant to paragraphs 1, 2 and 3 of this Part II.

7. All amounts deposited to the Rupee Account and the Dollar Denominated Account pursuant to paragraphs 2, 3, 4, 5 and 6 of this Part II (herein referred to as "Non-Public Law 480 rupees") shall remain on deposit in said Account until used or committed pursuant to the terms of this Agreement.

Other Accounts

8. All other accounts presently existing in the name of the Government of the United States of America in India, as specified in Annex VII hereto, may, at the discretion of the Government of the United States of America, be continued. These accounts may continue to bear such interest as the depository banks may lawfully pay.

Rupee Expenditures

9. The following provisions pertain to expenditures, following

the date of this Agreement, by the Government of the United States of America of its retained Non-Public Law 480 rupees, of its rupees in the accounts identified in the immediately preceding paragraph, and of its excess rupees (if any) in the Cooley Account mentioned in paragraph 6(d) of Part I:

(a) Existing arrangements under which the Government of the United States of America furnishes to the Government of India an annual estimate of contemplated expenditures from its rupee balances during the forthcoming Indian fiscal year will continue until all such rupees have been expended.

(b) The Government of the United States of America will ensure that future annual expenditures of such rupees will be made only within the following general categories: (i) established uses of rupees by the Government of the United States of America, prior to June of 1972, the consultative procedures with the Government of India concerning such uses being the same as prior to June of 1972; (ii) other uses herein agreed upon, as identified in paragraph 10 of this Part II; or (iii) such other uses as shall be approved by the Government of India.

(c) Except as the two Governments shall otherwise agree, the annual expenditure of such rupees by the Government of the United States of America shall not exceed the average of its annual rupee expenditures during the three years immediately preceding June of 1972, such average to be computed without reference to development grants made during those years to the Government of

India pursuant to Section 104(f) of Public Law 480; provided, that for each future year, as additive to such average, commensurate allowance shall be made, by agreement between the two Governments, to reflect any price inflation experienced in India for that year.

10. In addition to established uses as recognized prior to June of 1972, the following provisions pertain to additional uses of the rupees retained by the Government of the United States of America, as identified in the introductory clause of paragraph 9 of this Part II:

(a) The Government of the United States of America may in its discretion, for the three years immediately following the date of this Agreement, use or otherwise allocate a portion of said rupees to help finance its economic assistance program in Nepal, including transshipment costs in India, in an amount not to exceed Rs. 65 million per year; provided, that for each such year, as additive to the said Rs. 65 million, commensurate allowance shall be made, by agreement between the two Governments, to reflect any price inflation experienced in India for that year.

(b) The two Governments are also agreed in principle that the said rupees may be used to finance the training in India, at Indian institutions, of citizens of Nepal whose training would be in furtherance of the objectives of the economic assistance program of the Government of the United States of America in Nepal, the arrangements concerning the training programs to be worked out with the concerned Indian institutions and to be subject to the concurrence of the Government of India.

(c) The Government of the United States of America may purchase, for export, Indian goods and services totalling up to $100 million over a five year period from the date of this Agreement; provided that, for each such year, as additive to the said $100 million total, commensurate allowance shall be made, by agreement between the two Governments, to reflect any price inflation experienced in India for that year. One quarter of the cost of any such purchases may be paid for with the said rupees, with the remainder payable in dollars. All such purchases shall be subject to agreement between the two Governments parties hereto.

(d) The Government of the United States of America may, from the said rupees, finance rupee costs of the American Embassy School in New Delhi.

(e) The Government of the United States of America may also, from the said rupees, make up any deficit in its Public Law 480 rupees which may be required to give full effect to the provisions concerning conversion obligations set forth in paragraph 6 of Part I of this Agreement.

PART III

Miscellaneous

1. Each Government party hereto shall deliver such additional documents and take such further action requested by the other as may be necessary or appropriate for the full implementation of this Agreement in accordance with its terms.

2. In the case of any inconsistency or conflict between the terms of this Agreement and those of any Sales Agreement, Loan Agreement or Development Loan Agreement, or of any other agreement

relating to Public Law 480 or other economic assistance entered into between the Government of the United States of America and the Government of India prior to the date hereof, the terms of this Agreement shall apply, and the inconsistent or conflicting agreement, if any, is hereby amended to the extent necessary to render it compatible herewith.

3. Upon the implementation in full of this Agreement, all obligations of the Government of India under the Public Law 480 Sales Agreements and Loan Agreements, and under the Development Loan Agreements, shall be deemed fulfilled, and neither the Government of the United States of America nor the Government of India shall have any further rights or obligations under any such agreement.

IN WITNESS WHEREOF, the representatives of the two Governments, duly authorized for the purpose, have affixed their respective signatures.

DONE at New Delhi in duplicate this 18th day of February, 1974.

GOVERNMENT OF THE UNITED STATES OF AMERICA

By: _____
Daniel P. Moynihan
Ambassador Extraordinary
and Plenipotentiary

GOVERNMENT OF INDIA

By: _____
M.G. Kaul
Secretary
Department of Economic Affairs
Ministry of Finance

Annex I

Public Law - 480 Sales Agreements
As of February 17, 1974
(In Rupees)

Sales Agreement No.	Date of Basic Agreement	Sales Proceeds as of February 17, 1974
1.	August 29, 1956	1,674,291,823.03
2.	June 23, 1958	238,555,335.39
3.	September 26, 1958	1,134,304,969.72
4.	November 13, 1959	1,300,687,250.10
5.	May 4, 1960	5,945,647,324.72
6.	May 1, 1962	181,263,903.57
7.	November 26, 1962	475,769,510.15
8.	November 30, 1962	24,355,763.39
9.	September 30, 1964	6,474,073,184.61
10.	February 20, 1967	4,981,846,731.12
		22,430,795,795.80

Annex II

Rupee Loans to the Government of India made from Public Law 480 Sales Proceeds
As of February 17, 1974

Number and Date of Loan	Loan Amount (Dollar Denomination)	Amount Disbursed (Dollar Denomination)	Principal Repaid (Rupees with dollar denomination in parentheses)	Interest Paid (Rupees with dollar denomination in parentheses)	Principal Outstanding 1/ (Rupees with dollar denomination in parentheses)	Unpaid Interest Accrued Through February 17, 1974 1/&2/ (Rupees with dollar denomination in parentheses)
(a) Dollar Denominated Loans						
386-G-004A 6/28/57	$100,000,000.00	$100,000,000.00	51,432,656.61 ($ 7,046,132.00)	296,858,058.95 ($45,043,551.72)	769,658,027.04 ($92,953,868.00)	14,281,432.26 ($1,724,810.66)
386-G-004B 6/28/57	$100,000,000.00	$100,000,000.00	38,921,184.55 ($ 5,209,236.00)	271,085,533.13 ($39,391,486.04)	784,867,525.92 ($94,790,764.00)	11,947,427.86 ($1,442,926.07)
386-G-004C 6/28/57	$ 22,021,512.26	$ 22,021,512.26	5,465,142.97 ($ 709,653.84)	53,281,714.51 ($ 6,982,067.66)	176,462,187.72 ($21,311,858.42)	333,317.44 ($ 40,255.73)
386-G-009 11/3/58	$ 32,018,100.48	$ 32,018,100.48	10,986,451.66 ($ 1,457,901.69)	121,150,101.09 ($18,363,456.27)	253,038,445.98 ($30,560,198.79)	3,760,432.46 ($ 454,158.51)
386-G-015 4/27/59	$113,051,516.47	$113,051,516.47	37,523,158.64 ($ 4,980,323.90)	276,878,441.59 ($40,666,693.30)	894,829,474.48 ($108,071,192.57)	9,308,712.17 ($1,124,240.60)
Sub Total (Rupees)	XXX	XXX	144,328,594.43	1,019,253,849.27	2,878,855,661.14	39,631,322.19
Sub Total (Dollars)	$367,091,129.21	$367,091,129.21	($19,403,247.43)	($150,447,254.99)	($347,687,881.78)	($4,786,391.57)

Page 1 of 3

Number and Date of Loan	Loan Amount	Amount Disbursed	Principal Repaid	Interest Paid	Principal Outstanding 1/	Unpaid Interest Accrued Through February 17,1974 1/62/
(b) Rupee Denominated Loans						
386-G-017 4/15/60	453,879,520.81	453,879,520.81	27,861,912.00	206,459,983.23	426,017,608.81	5,064,876.02
386-G-053A 3/26/62	641,901,250.00	641,901,250.00	28,518,375.66	265,583,105.01	613,382,874.34	9,337,050.42
386-G-053B 3/26/62	641,901,250.00	641,901,250.00	21,626,423.00	248,439,633.68	620,274,827.00	1,171,630.23
386-G-053C 3/26/62	641,901,250.00	641,901,250.00	18,536,934.00	232,413,265.21	623,364,316.00	1,177,465.93
386-G-053D 3/26/62	391,129,354.13	391,129,354.13	7,964,495.00	127,297,413.74	383,164,859.13	5,832,620.63
386-G-054 6/1/62	189,912,000.00	189,912,000.00	5,484,336.00	71,764,375.36	184,427,664.00	2,192,640.01
386-G-073 9/30/64	161,324,874.18	161,324,874.18	4,556,604.00	10,221,807.45	156,768,270.18	251,482.43
386-G-125 9/30/64	1,531,861,800.00	1,531,861,800.00	29,562,225.00	75,159,099.88	1,502,299,575.00	4,475,600.82
386-G-132 4/29/65	404,401,279.05	404,401,279.05	9,741,336.00	23,425,928.58	394,659,943.05	591,989.91
386-G-134 4/29/65	20,678,000.00	20,678,000.00	482,130.00	1,234,563.38	20,195,870.00	30,293.81
386-G-148 5/23/66	320,736,000.00	320,736,000.00	4,051,402.20	20,800,562.66	316,684,597.80	1,354,706.34
386-G-163 3/14/67	2,884,436,000.00	2,884,436,000.00	-	175,141,408.76	2,884,436,000.00	11,297,374.33

Number and Date of Loan	Loan Amount	Amount Disbursed	Principal Repaid	Interest Paid	Principal Outstanding 1/	Unpaid Interest Accrued Through February 17,1974 1/&2/
386-G-174 3/8/68	658,125,000.00	658,125,000.00	-	72,393,750.00	658,125,000.00	5,301,562.50
386-G-178 3/8/68	242,161,420.95	242,161,420.95	-	11,196,808.65	242,161,420.95	975,372.39
386-G-182 3/8/68	2,120,970,500.00	2,120,970,500.00	-	200,758,164.76	2,120,970,500.00	17,085,595.69
386-G-197 3/10/69	479,028,000.00	467,223,000.00	-	32,671,898.33	467,223,000.00	3,659,913.50
386-G-205 1/14/70	139,531,000.00	139,531,000.00	-	8,506,159.95	139,531,000.00	1,092,992.83
386-G-211 12/3/70	500,657,600.00	484,869,780.00	-	22,908,450.55	484,869,780.00	3,852,021.03
386-G-214 1/17/72	212,040,000.00	78,782,220.00	-	1,575,644.40	78,782,220.00	516,461.22
Sub-Total (Rupees)	12,636,576,099.12	12,475,725,499.12	158,386,172.86	1,807,952,023.58	12,317,339,326.26	75,261,650.04
Total (Rupees) (a) + (b)	XXX	XXX	302,714,767.29	2,827,205,872.85	15,196,194,987.40	114,892,972.23

Total Unapid Interest	Rs.	114,892,972.23
Principal Outstanding		15,196,194,987.40
	Rs.	15,311,087,959.63

1/ Dollar denominated balance converted into rupees at the official rate of exchange on February 18, 1974, Rs. 8.28 = $1.00.

2/ This column represents interest computed on the principal outstanding from the date of the last semi-annual payment through February 17, 1974.

Annex III

Cooley Loans Made From Public Law 480 Sales Proceeds
As of February 17, 1974
(In Rupees)

Number and Date of Loan	Borrower	Loan Amount	Amount Disbursed	Principal Repaid	Interest Paid	Principal Outstanding	Total Interest Due Over Remaining Life of Loans as of February 17, 1974
386-E-024 9/22/60	Hindustan Aluminum Corporation Ltd.	10,000,000.00	10,000,000.00	8,000,000.00	5,460,986.37	2,000,000.00	210,000.00
386-E-025 9/22/60	Mysore Cements Ltd.	6,105,925.12	6,105,925.12	6,105,925.12	2,676,000.17	-	-
386-E-026 11/1/60	Otis Elevator Co. India Private Ltd.	1,000,000.00	1,000,000.00	1,000,000.00	174,572.07	-	-
386-E-028 11/17/60	Ex-Cell-O India Private Ltd.	2,000,000.00	2,000,000.00	2,000,000.00	685,191.79	-	-
386-E-036 12/30/60	Goodyear India Ltd.	22,500,000.00	22,500,000.00	22,500,000.00	7,659,863.43	-	-
386-E-038 4/7/61	Premier Tyres Ltd.	3,000,000.00	3,000,000.00	3,000,000.00	506,695.92	-	-
386-E-040 5/2/61	Gabriel India Ltd.	500,000.00	500,000.00	500,000.00	154,627.62	-	-
386-E-041 7/21/61	Cyanimid India Ltd.	2,500,000.00	2,500,000.00	2,500,000.00	773,600.17	-	-
386-E-043 7/20/61	Synthetics & Chemicals Ltd.	39,200,000.00	39,200,000.00	39,200,000.00	14,480,851.01	-	-
386-E-049 10/3/61	Seshasayee Paper & Boards Ltd.	20,000,000.00	20,000,000.00	20,000,000.00	9,160,974.50	-	-

Number and Date of Loan	Borrower	Loan Amount	Amount Disbursed	Principal Repaid	Interest Paid	Principal Outstanding	Total Interest Due Over Remaining Life of Loans as of February 17, 1974
386-E-051 12/4/61	Wyeth Laboratories Ltd.	1,700,000.00	1,700,000.00	1,700,000.00	480,126.26	-	-
386-E-064 12/19/62	The East India Hotels Ltd.	7,619,000.00	7,619,000.00	3,597,878.00	3,901,297.79	4,021,122.00	1,306,857.00
386-E-065 5/23/62	Madras Rubber Factory Ltd.	2,500,000.00	2,500,000.00	2,500,000.00	715,669.59	-	-
386-E-071 8/20/62	Synthetics & Chemicals Ltd.	25,800,000.00	25,800,000.00	25,800,000.00	13,033,739.39	-	-
386-E-072 12/6/62	Victor Gaskets India Private Ltd.	750,000.00	750,000.00	750,000.00	265,289.27	-	-
386-E-074 2/5/63	Wyman Gordon India Ltd.	2,500,000.00	2,500,000.00	2,250,000.00	1,113,151.59	250,000.00	12,187.00
386-E-075 5/17/63	Precision Bearings India Ltd.	3,000,000.00	3,000,000.00	3,000,000.00	1,302,949.73	-	-
386-E-078 12/6/62	Harig-Malik Mfg. Co. Private Ltd.	285,000.00	285,000.00	285,000.00	96,778.67	-	-
386-E-079 8/11/64	Mysore Cements Ltd.	9,454,576.70	9,454,576.70	6,469,096.70	2,947,719.27	2,985,480.00	365,718.00
386-E-080 12/4/62	McNally Bird Engineering Co. Ltd.	5,000,000.00	5,000,000.00	4,200,000.00	2,715,575.35	800,000.00	39,000.00
386-E-083 8/16/63	Union Carbide India Ltd.	21,600,000.00	21,600,000.00	15,120,000.00	9,946,018.61	6,480,000.00	793,800.00
386-E-085 8/8/63	Arbor Acres Farm India Ltd.	1,250,000.00	1,250,000.00	386,400.00	808,218.56	863,600.00	256,816.00

Number and Date of Loan	Borrower	Loan Amount	Amount Disbursed	Principal Repaid	Interest Paid	Principal Outstanding	Total Interest Due Over Remaining Life of Loans as of February 17, 1974
386-E-088 8/2/63	Mandya National Paper Mills Ltd.	11,700,000.00	11,700,000.00	2,250,000.00	312,271.91	(9,450,000.00) 1/	-
386-E-089 8/16/63	Kirlosker Cummins Ltd.	12,500,000.00	12,500,000.00	10,937,500.00	5,981,381.38	1,562,500.00	85,782.00
386-E-090 7/31/63	Napco Revel Gear of India Ltd.	4,000,000.00	4,000,000.00	-	-	(4,000,000.00) 2/	-
386-E-092 2/7/64	Elpro International Ltd.	4,000,000.00	4,000,000.00	4,000,000.00	1,472,151.00	-	-
386-E-093 1/15/64	Hindustan Aluminum Corporation Ltd.	10,000,000.00	10,000,000.00	6,500,000.00	5,009,986.28	3,500,000.00	490,000.00
386-E-094 11/27/63	Gabriel India Ltd.	1,400,000.00	1,400,000.00	1,400,000.00	465,718.18	-	-
386-E-096 2/4/64	Frick India Ltd.	2,500,000.00	2,500,000.00	2,500,000.00	1,023,656.28	-	-
386-E-097 6/29/64	Madras Rubber Factory Ltd.	5,000,000.00	5,000,000.00	5,000,000.00	1,576,293.31	-	-
386-E-098 4/16/64	Coromandel Fertilizers Ltd.	83,796,600.00	83,796,600.00	9,776,270.00	44,280,687.94	74,020,330.00	33,190,427.00
386-E-099 9/24/64	Bharat Steel Tubes Ltd.	2,500,000.00	2,500,000.00	2,500,000.00	819,862.94	-	-

Number and Date of Loan	Borrower	Loan Amount	Amount Disbursed	Principal Repaid	Interest Paid	Principal Outstanding	Total Interest Due Over Remaining Life of Loans as of February 17, 1974
386-E-100 8/24/64	Everest Refrigerants Ltd.	6,000,000.00	6,000,000.00	218,750.00	1,052,500.00	5,781,250.00	1,864,835.00
386-E-102 5/29/64	IA & IC Private Ltd.	500,000.00	500,000.00	500,000.00	103,734.65	-	-
386-E-105 5/27/64	Borosil Glass Works Ltd.	8,671,399.77	8,671,399.77	5,159,168.00	2,760,726.60	3,512,231.77	430,247.00
386-E-106 2/25/65	Chemicals & Plastics India Ltd.	3,260,600.00	3,260,600.00	652,120.00	1,528,957.43	2,608,480.00	776,017.00
386-E-107 8/24/64	Graphite India Ltd.	6,900,000.00	6,900,000.00	4,348,218.00	2,751,314.87	2,551,782.00	446,558.00
386-E-108 7/2/64	Synbiotics Ltd.	13,440,000.00	13,440,000.00	13,440,000.00	5,617,290.96	-	-
386-E-112 10/12/64	Indabrator Ltd.	1,428,000.00	1,428,000.00	1,332,800.00	534,766.60	95,200.00	3,332.00
386-E-113 4/6/65	Otis Elevator Co. India Ltd.	1,000,000.00	1,000,000.00	1,000,000.00	273,855.01	-	-
386-E-114 8/10/64	American Universal Electric (India) Ltd.	2,100,000.00	2,100,000.00	1,680,000.00	884,746.28	420,000.00	176,400.00
386-E-116 10/28/64	Shama Forge Co. Ltd.	4,750,000.00	4,750,000.00	-	899,808.68	(4,750,000.00) 3/	-

Number and Date of Loan	Borrower	Loan Amount	Amount Disbursed	Principal Repaid	Interest Paid	Principal Outstanding	Total Interest Due Over Remaining Life of Loans as of February 17, 1974
386-E-117 8/11/64	Sylvania & Laxman Ltd.	5,000,000.00	5,000,000.00	2,250,767.12	2,237,828.53	2,749,232.88	577,500.00
386-E-122 5/5/65	Raymon Engineering Works Ltd.	15,800,000.00	15,800,000.00	-	423,452.05	(15,800,000.00) 3/	-
386-E-123 6/4/65	Renusagar Power Co. Ltd.	32,001,905.43	32,001,905.43	1,120,066.69	14,203,479.81	30,881,838.74	8,800,916.00
386-E-123A 2/21/66	- do -	16,144,330.43	16,144,330.43	565,051.56	6,854,673.92	15,579,278.87	4,439,887.00
386-E-124 8/27/64	Napco Bevel Gear of India Ltd.	4,000,000.00	4,000,000.00	-	-	(4,000,000.00) 2/	-
386-E-127 1/28/65	Rockwell India Ltd.	1,690,000.00	1,690,000.00	100,000.00	524,565.12	1,590,000.00	912,800.00
386-E-129 12/30/64	Indofil Chemicals Ltd.	2,975,000.00	2,975,000.00	2,380,001.00	1,268,783.35	594,999.00	133,285.00
386-E-130 5/11/66	Herdillia Chemicals Ltd.	26,484,000.00	26,484,000.00	4,965,750.00	11,966,750.97	21,518,250.00	5,253,766.00
386-E-133 4/9/65	United Carbon India Ltd.	14,101,000.00	14,101,000.00	14,101,000.00	4,049,414.60	-	-
386-E-135 8/18/65	McNally Bird Engineering Co. Ltd.	5,000,000.00	5,000,000.00	5,000,000.00	1,578,260.29	-	-

Number and Date of Loan	Borrower	Loan Amount	Amount Disbursed	Principal Repaid	Interest Paid	Principal Outstanding	Total Interest Due Over Remaining Life of Loans as of February 17, 1974
386-E-139 11/30/65	Tractor Engineers Ltd.	6,000,000.00	6,000,000.00	3,300,000.00	2,588,905.81	2,700,000.00	472,500.00
386-E-140 11/24/65	Semi-Conductors Ltd.	1,350,000.00	1,350,000.00	1,038,465.00	450,988.23	311,535.00	16,354.00
386-E-142 1/19/66	Goodyear India Ltd.	15,000,000.00	15,000,000.00	4,411,764.94	5,649,088.90	10,588,235.06	2,752,940.00
386-E-145 12/2/66	York India Ltd.	1,500,000.00	1,500,000.00	600,000.00	514,728.12	900,000.00	220,500.00
386-E-147 7/28/65	Richardson Hindustan Ltd.	6,250,000.00	6,250,000.00	4,296,875.00	3,005,313.98	1,953,125.00	234,375.00
386-E-149 12/8/65	Precision Bearings India Ltd.	1,500,000.00	1,500,000.00	750,000.00	758,954.71	750,000.00	165,000.00
386-E-153 11/17/66	Ferro Coating & Colors Ltd.	2,500,000.00	2,500,000.00	-	700,000.00	2,500,000.00	906,000.00
386-E-154 9/15/66	Lal-Roe Measuring Tools Private Ltd.	1,300,000.00	1,300,000.00	474,694.00	602,695.28	825,306.00	353,012.00
386-E-156 7/22/66	Corn Products Co. (India) Private Ltd.	2,388,000.00	2,388,000.00	2,069,600.00	828,656.25	318,400.00	19,104.00
386-E-159 7/15/66	Hindustan Aluminum Corporation Ltd.	30,000,000.00	30,000,000.00	13,500,000.00	14,289,205.46	16,500,000.00	3,960,000.00
386-E-161 11/14/67	Graphite India Ltd.	3,100,000.00	3,100,000.00	1,476,190.00	1,178,733.27	1,623,810.00	389,714.00
386-E-162 4/21/67	Cutler-Hammer India Ltd.	3,000,000.00	3,000,000.00	1,499,999.94	1,169,470.30	1,500,000.06	300,000.00

Number and Date of Loan	Borrower	Loan Amount	Amount Disbursed	Principal Repaid	Interest Paid	Principal Outstanding	Total Interest Due Over Remaining Life of Loans as of February 17, 1974
386-E-165 6/1/67	Shavo-Norgren(India) Private Ltd.	800,000.00	800,000.00	450,000.00	298,578.12	350,000.00	42,000.00
386-E-166 5/15/70	Vickers Sperry India Ltd.	1,818,000.00	1,818,000.00	704,249.67	282,919.90	1,113,750.33	200,474.00
386-E-169 5/23/67	Modipon Ltd.	18,200,000.00	18,200,000.00	12,512,500.00	6,756,911.04	5,687,500.00	682,500.00
386-E-170 5/16/67	United Carbon India Ltd.	6,000,000.00	6,000,000.00	6,000,000.00	1,322,774.74	-	-
386-E-171 4/18/68	Warner Hindustan Ltd.	8,750,000.00	8,750,000.00	4,772,725.00	3,303,980.65	3,977,275.00	477,272.00
386-E-172 7/13/67	Taylor Instrument Co. (India) Ltd.	1,500,000.00	1,500,000.00	1,352,500.00	429,436.82	147,500.00	11,475.00
386-E-173 7/27/67	Coromandel Fertilizers Ltd.	39,130,500.00	39,130,500.00	7,336,966.25	20,256,360.54	31,793,533.75	8,902,205.00
386-E-175 12/27/67	Agricultural Association Ltd.	1,000,000.00	1,000,000.00	180,000.00	67,347.08	(820,000.00) 1/	-
386-E-179 4/3/68	PIBCO Ltd.	4,000,000.00	4,000,000.00	-	392,986.29	4,000,000.00	1,958,000.00
386-E-180 12/29/67	Mysore Cements Ltd.	20,500,000.00	20,500,000.00	9,566,668.67	7,982,914.94	10,933,331.33	1,967,999.00
386-E-181 11/6/68	Vazir Glass Works Ltd.	2,500,000.00	2,500,000.00	1,125,000.00	732,394.51	1,375,000.00	390,000.00
386-E-183 11/13/68	Lube India Ltd.	64,345,000.00	64,345,000.00	32,697,695.00	19,798,101.53	31,647,305.00	4,703,569.00

Number and Date of Loan	Borrower	Loan Amount	Amount Disbursed	Principal Repaid	Interest Paid	Principal Outstanding	Total Interest Due Over Remaining Life of Loans as of February 17, 1974
386-E-186 9/17/68	Mysore Lamp Works Ltd.	3,000,000.00	3,000,000.00	1,200,000.00	910,267.36	1,800,000.00	440,000.00
386-E-189 1/21/69	Searle (India) Ltd.	8,000,000.00	8,000,000.00	2,400,000.00	2,644,952.44	5,600,000.00	1,680,000.00
386-E-190 9/8/69	First National City Bank	59,988,785.51	59,988,785.51	16,311,360.45	5,814,975.95	43,677,425.06	5,633,099.00
386-E-191 7/15/69	Bank of America	59,801,240.00	59,801,240.00	10,584,879.00	2,829,328.22	49,216,361.00	5,965,226.00
386-E-192 6/4/69	American Express International Banking Corporation	60,000,000.00	60,000,000.00	603,834.00	5,457,404.65	59,396,166.00	13,716,657.00
386-E-193 12/11/68	Harig India Private Ltd.	1,200,000.00	1,200,000.00	320,000.00	321,583.44	880,000.00	211,200.00
386-E-194 1/21/69	Madras Rubber Factory Ltd.	7,500,000.00	7,500,000.00	2,142,860.00	2,575,185.71	5,357,140.00	1,178,567.00
386-E-195 1/8/69	Wyman Gordon India Ltd.	3,000,000.00	3,000,000.00	1,200,000.00	919,364.33	1,800,000.00	468,000.00
386-E-198 3/28/69	Zuari Agro Chemicals Ltd.	141,300,000.00	141,300,000.00	7,065,000.00	18,046,126.68	134,235,000.00	53,694,000.00
386-E-199 3/28/69	- do -	75,300,000.00	75,300,000.00	-	10,887,770.32	75,300,000.00	34,638,000.00
386-E-202 12/19/69	Kumardhubi Fireclay & Silica Works Ltd.	6,000,000.00	6,000,000.00	1,500,000.00	1,322,893.13	4,500,000.00	1,260,000.00

Number and Date of Loan	Borrower	Loan Amount	Amount Disbursed	Principal Repaid	Interest Paid	Principal Outstanding	Total Interest Due Over Remaining Life of Loans as of February 17, 1974
386-E-203 5/15/70	Otis Elevator Co. (India) Private Ltd.	5,000,000.00	5,000,000.00	1,315,788.00	942,731.24	3,684,212.00	1,105,286.00
386-E-204 5/4/72	Escorts Tractors Ltd.	9,000,000.00	9,000,000.00 4/	300,000.00	480,219.19	8,700,000.00	3,764,000.00
386-E-206 12/28/70	Wheelabrator Alloy Castings Ltd.	6,562,500.00	6,562,500.00	-	449,660.27	6,562,500.00	2,805,000.00
386-E-208 10/5/70	Frick India Ltd.	2,000,000.00	2,000,000.00	526,315.75	401,047.43	1,473,684.25	500,909.00
386-E-209 11/3/70	East India Hotels Ltd.	43,500,000.00	43,500,000.00 5/	-	5,438,027.37	43,500,000.00	28,610,000.00
386-E-213 2/14/72	Shree Synthetics Ltd.	10,000,000.00	10,000,000.00 6/	-	-	10,000,000.00	4,250,072.00
386-E-215 7/26/72	Madras Rubber Factory Ltd.	10,000,000.00	10,000,000.00	666,667.00	753,356.12	9,333,333.00	2,975,022.00
	Total	1,250,491,362.96	1,250,491,362.96	430,794,359.86	353,073,156.39	780,877,003.10	252,586,161.00

Total Interest Due	252,586,161.00
Principal Outstanding	780,877,003.10
	1,033,463,164.10

1/ The principal outstanding is in the process of being written off and is not reflected in the total on page 9 of this Annex.

2/ This amount was written off as the account was considered uncollectible and is not reflected in the total on Page 9.

3/ In litigation; recovery of total principal outstanding/interest unlikely. Principal outstanding not included in the total on page 9 of this Annex.

4/ Includes Rs. 2,000,000.00 to be disbursed before June 30, 1974.

5/ Includes Rs. 2,500,000.00 disbursed on March 26, 1974.

6/ Full amount disbursed on April 26, 1974.

Annex IV

Public Law 480 Sales Agreements/Loan Numbers
Containing Conversion Obligations

Agreement Number	Date of Agreement	Loan Number
1	August 29, 1956	386-G-004A 386-G-004B 386-G-004C
4	November 13, 1959	386-G-017
5	May 4, 1960	386-G-053A 386-G-053B 386-G-053C 386-G-053D 386-G-054
6	May 1, 1962	386-G-073
7	November 26, 1962	386-G-132
8	November 30, 1962	386-G-134
9	September 30,1964	386-G-125 386-G-148 386-G-163 386-G-178
10	February 20, 1967	386-G-174 386-G-182 386-G-197 386-G-205 386-G-211 386-G-214

Annex V

Non-Public Law 480 Loans to the Government of India (Development Loan Agreements)
Made in Dollars and Repayable in Rupees
As of February 17, 1974

Number and Date of Loan	Loan Amount (Dollars)	Amount Disbursed (Dollars)	Principal Repaid (Rupees)	Interest Paid (Rupees)	Principal Outstanding (Rupees) 1/	Unpaid Interest Accrued Through February 17, 1974 (Rupees) 2/
386-B-002 3/22/55	45,000,000.00	45,000,000.00	38,485,201.67 ($ 5,538,090.60)	163,947,553.17 ($26,887,987.87)	326,744,609.83 ($39,461,909.40)	5,010,084.01 ($ 605,082.61)
386-B-003 7/10/56	37,299,198.99	37,299,198.99	20,550,920.04 ($ 2,851,226.69)	117,281,539.48 ($18,208,338.44)	285,229,210.65 ($34,447,972.30)	5,292,586.43 ($ 639,201.26)
386-B-005 6/28/57	47,500,000.00	47,500,000.00	28,865,184.58 ($ 4,010,632.38)	148,259,743.67 ($22,991,714.94)	360,091,963.89 ($43,489,367.62)	6,681,706.30 ($ 806,969.36)
386-A-006 6/23/58	29,973,051.66	29,973,051.66	141,542,945.58 ($22,844,979.20)	48,912,106.32 ($ 8,054,903.78)	59,020,439.97 ($ 7,128,072.46)	282,974.72 ($ 34,175.69)
386-A-007 6/23/58	34,911,729.23	34,911,729.23	219,481,646.68 ($34,911,729.23)	68,079,417.06 ($11,825,757.76)	-	-
386-B-008 6/30/58	18,315,247.58	18,315,247.58	81,152,900.72 ($11,200,000.00)	34,531,373.83 ($ 5,248,159.87)	58,914,249.96 ($ 7,115,247.58)	784,705.12 ($ 94,771.15)
386-A-010 12/24/58	34,987,531.96	34,987,531.96	156,874,871.31 ($23,870,588.33)	74,480,263.34 ($12,620,043.49)	92,048,293.26 ($11,116,943.63)	1,112,145.17 ($ 134,317.05)
386-A-011 12/24/58	17,647,921.84	17,647,921.84	111,645,105.32 ($16,874,835.55)	27,970,012.81 ($ 4,737,866.50)	6,401,154.48 ($ 773,086.29)	20,869.50 ($ 2,520.47)
386-A-012 12/24/58	21,675,608.55	21,675,608.55	138,265,918.31 ($20,601,090.17)	57,772,546.81 ($ 9,769,898.07)	8,897,012.19 ($ 1,074,518.38)	45,581.98 ($ 5,505.07)
386-A-013 12/24/58	9,545,492.25	9,545,492.25	44,967,121.18 ($ 6,958,408.22)	18,157,052.00 ($ 3,050,825.64)	21,421,055.77 ($ 2,587,084.03)	162,271.85 ($ 19,598.05)
386-A-014 12/24/58	14,864,959.61	14,864,959.61	88,692,367.90 ($14,864,959.61)	24,141,997.74 ($ 4,625,659.57)	-	-

Number and Date of Loan	Loan Amount (Dollars)	Amount Disbursed (Dollars)	Principal Repaid (Rupees)	Interest Paid (Rupees)	Principal Outstanding (Rupees) 1/	Unpaid Interest Accrued Through February 17, 1974 (Rupees) 2/
386-A-016 12/7/59	19,490,395.74	19,490,395.74	107,825,477.62 ($15,726,311.85)	59,539,629.92 ($ 9,663,312.16)	31,166,614.61 ($ 3,764,083.89)	235,670.82 ($ 28,462.66)
386-A-018 6/30/60	6,902,486.54	6,902,486.54	24,317,106.57 ($ 3,520,634.36)	11,917,935.68 ($ 1,764,445.68)	28,001,736.05 ($ 3,381,852.18)	236,288.60 ($ 28,537.27)
386-A-020 6/30/60	3,511,701.70	3,511,701.70	11,332,197.20 ($ 1,529,309.90)	7,654,381.70 ($ 1,127,320.07)	16,414,204.10 ($ 1,982,391.80)	7,869.81 ($ 950.46)
386-A-021 6/30/60	27,820,686.48	27,820,686.48	89,494,576.70 ($12,416,916.96)	53,394,190.25 ($ 7,924,223.80)	127,543,211.62 ($15,403,769.52)	2,066,898.81 ($249,625.46)
386-A-022 6/30/60	18,438,026.70	18,438,026.70	56,988,380.40 ($ 8,432,330.90)	34,929,978.84 ($ 5,260,559.30)	82,847,161.22 ($10,005,695.80)	540,208.89 ($ 65,242.62)
386-A-023 6/30/60	13,044,752.83	13,044,752.83	62,447,042.73 ($13,044,752.83)	9,279,382.58 ($ 1,940,688.71)	-	-
386-A-029 12/5/60	1,530,056.95	1,530,056.95	5,466,622.74 ($ 811,798.12)	2,944,478.24 ($ 444,000.22)	5,947,183.11 ($ 718,258.83)	1,710.81 ($ 206.62)
386-A-030 12/5/60	1,733,018.05	1,733,018.05	8,617,430.45 ($ 1,281,779.34)	2,385,329.76 ($ 355,267.20)	3,736,256.52 ($ 451,238.71)	36,901.89 ($ 4,456.75)
386-A-031 12/5/60	49,569,247.82	49,569,247.82	165,632,921.07 ($23,510,254.23)	99,592,497.60 ($15,253,637.75)	215,768,466.93 ($26,058,993.59)	2,896,617.74 ($349,833.06)
386-A-032 12/5/60	24,588,510.79	24,588,510.79	161,381,428.11 ($24,588,510.79)	38,981,231.23 ($ 6,477,363.80)	-	-
386-A-033 12/5/60	24,994,226.64	24,994,226.64	130,391,000.25 ($18,593,948.65)	73,216,842.39 ($11,576,468.50)	52,994,301.76 ($ 6,400,277.99)	659,524.94 ($ 79,652.77)
386-A-044 8/16/61	28,427,871.46	28,427,871.46	90,317,057.74 ($12,316,132.74)	49,481,258.54 ($ 6,817,052.24)	133,405,196.60 ($16,111,738.72)	498,898.90 ($ 60,253.49)

Page 2 of 3

Number and Date of Loan	Loan Amount (Dollars)	Amount Disbursed (Dollars)	Principal Repaid (Rupees)	Interest Paid (Rupees)	Principal Outstanding (Rupees) 1/	Unpaid Interest Accrued Through February 17, 1974 (Rupees) 2/
386-A-045 8/16/61	7,595,727.65	7,595,727.65	23,549,662.16 ($ 3,250,765.86)	13,008,528.05 ($ 1,854,459.30)	35,976,283.62 ($ 4,344,961.79)	331,178.97 ($ 39,997.46)
386-A-046 8/16/61	14,008,545.85	14,008,545.85	38,831,809.21 ($ 5,392,420.91)	24,387,640.37 ($ 3,406,960.87)	71,341,514.50 ($ 8,616,124.94)	622,527.99 ($ 75,184.54)
386-A-050 10/26/61	19,988,066.57	19,988,066.57	99,186,806.56 ($13,787,400.67)	37,462,693.45 ($ 5,736,849.61)	51,341,513.65 ($ 6,200,665.90)	152,617.95 ($ 18,432.12)
386-A-126 6/16/66	15,600,000.00	14,437,141.87	-	17,605,592.11 ($ 2,301,938.36)	119,539,534.69 ($14,437,141.87)	902,542.60 ($ 109,002.73)
Total Rupees	XXX	XXX	2,146,303,702.80	1,319,315,196.94	2,194,791,168.98	28,582,383.80
Total Dollars	588,964,063.44	587,801,205.31	($322,729,808.09)	($209,925,703.50)	($265,071,397.22)	($3,451,978.72)

	Dollars	Rupees
Total Unapid Interest	3,451,978.72	28,582,383.80
Principal Outstanding	265,071,397.22	2,194,791,168.98
	$ 268,523,375.94	Rs. 2,223,373,552.78

1/ Principal outstanding computed by converting the dollar denominated principal balance into rupees at the rate of $1.00 = Rs. 8.28, the official rate of exchange on February 18, 1974.

2/ This represents interest computed on the principal outstanding from the date of the last semi-annual payment through February 17, 1974.

Annex VI

Non-Public Law - 480 Loans to Private Borrowers in India Made in Dollars and Repayable in Rupees
As of February 17, 1974

Number and Date of Loan	Borrower	Loan Amount (Dollars)	Amount Disbursed (Dollars)	Principal Repaid (Rupees)	Interest Paid (Rupees)	Principal Outstanding (Rupees) 1/	Total Interest Due Over Remaining Life of Loans as of February 17,1974
386-A-019 6/30/60	Ahmedabad Electricity Co. (Ahmedabad Thermal Power)	3,721,083.77	3,721,083.77	20,987,829.12 ($ 2,967,827.02)	6,773,341.42 ($ 1,095,184.58)	6,236,965.89 ($ 753,256.75)	275,221.73 ($ 33,239.34)
386-A-034 12/7/60	Industrial Finance Corporation	9,490,030.46	9,490,030.46	59,145,820.60 ($ 8,138,477.55)	19,968,831.58 ($ 3,033,921.82)	11,190,858.09 ($1,351,552.91)	711,366.43 ($ 85,913.82)
386-A-035 12/29/60	Hindustan Chemical & Fertilizer Co. (Trombay Fertilizer Plant)	29,354,043.67	29,354,043.67	153,641,365.50 ($21,917,810.77)	81,644,829.48 ($12,686,267.99)	61,572,008.41 ($7,436,232.90)	5,406,448.85 ($ 652,952.76)
386-A-037 3/23/61	Industrial Credit & Investment Corporation of India	4,475,230.04	4,475,230.04	25,694,332.64 ($ 3,483,673.54)	8,772,304.91 ($ 1,230,476.62)	8,210,087.82 ($ 991,556.50)	612,260.96 ($ 73,944.56)
386-A-039 4/10/61	National Small Industries Corporation	8,540,641.22	8,540,641.22	58,846,659.60 ($ 8,540,641.22)	12,993,512.20 ($ 2,105,039.97)	-	-
386-A-047 8/21/61	Premier Automobiles Ltd.	7,045,267.77	7,045,267.77	15,212,976.19 ($ 2,295,920.86	22,030,899.33 ($ 3,404,828.71)	39,324,592.42 ($4,749,346.91)	7,284,330.00 ($ 879,750.00)
	Total Rupees			333,528,983.65	152,183,718.92	126,534,512.63	14,289,627.97
	Total Dollars	62,626,296.93	62,626,296.93	47,344,350.96	23,555,719.69	15,281,945.97	1,725,800.48

	Dollars	Rupees
Total Interest Due	1,725,800.48	14,289,627.97
Principal Outstanding	15,281,945.97	126,534,512.63
	$ 17,007,746.45	140,824,140.60

1/ Principal outstanding computed by converting the dollar denominated principal balance into Rupees at the rate of $1.00 = Rs. 8.28, the official rate of exchange on February 18, 1974.

Annex VII

U.S. Government-Owned Rupee Balances in Commercial Banks in India as of February 17, 1974

CASH ON HAND	858,950
CURRENT ACCOUNT	
State Bank of India, New Delhi	32,283,440
First National City Bank, New Delhi	27,380,119
First National City Bank, Bombay	100,000
First National City Bank, Calcutta	100,000
First National City Bank, Madras	100,000
15-DAY CALL ACCOUNT	
American Express, New Delhi	2,026,353
Bank of America, Bombay	2,025,335
180-DAY TIME DEPOSITS	
American Express, New Delhi	231,282,987
First National City Bank, Bombay	246,164,371
Bank of America, Bombay	226,708,992

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Air Charter Services

Agreement amending the agreement of March 30, 1973.
Effected by exchange of notes
Signed at London March 29, 1974;
Entered into force March 29, 1974.
With related letter.

The American Chargé d'Affaires ad interim to the British Secretary of State for Foreign and Commonwealth Affairs

No. 12 LONDON, *March 29, 1974*

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments relating to amendment of the Memorandum of Understanding forming a part of the air charter services agreement between our two Governments, effected by exchange of notes of March 30, 1973, [1] and to propose as a result of these discussions, that the Memorandum of Understanding should be amended as follows:

A. By the deletion from the second introductory paragraph of the date "31 March 1974" and the substitution therefore of the date "31 March 1975".

B. By the deletion from footnote 1/ of "(8)" and the insertion in lieu thereof of "(6)".

C. By the substitution of a comma for the period at the end of subparagraph I.C.2 and the addition of the following words "or on any other matter covered by this Understanding."

D. By the addition of two subparagraphs to section I.C., as follows:

"4. Accept as charterworthy 'advance charter' traffic organized and flown pursuant to a previously accepted rule which has been modified, temporarily or otherwise, to provide for an initial filing of passenger lists at least sixty days (rather than at least ninety days) in advance of flight departure.

[1] TIAS 7594; 24 UST 878.

"5. Use their best efforts to accept as charterworthy charter flights of a 'Special Event' character organized in and flown from the territory of the other Party."

I have the honor to propose that, if the Government of the United Kingdom of Great Britain and Northern Ireland accepts such amendments, this note and your reply to that effect shall constitute an agreement between our two Governments, in this matter, which shall enter into force on the date of your reply.

EARL D. SOHM

The Right Honorable JAMES CALLAGHAN, M.P.,
Secretary of State for Foreign and Commonwealth Affairs,
Downing Street, London.

The British Secretary of State for Foreign and Commonwealth Affairs to the American Chargé d'Affaires ad interim

FOREIGN AND COMMONWEALTH OFFICE
LONDON S.W.1

No MRA 21/304/7

29 MARCH 1974

The Honourable EARL D SOHM
US Charge d'Affaires
Embassy of the United States of America
Grosvenor Square
London W1A 1AE

SIR

I have the honour to acknowledge receipt of your Note of 29 March 1974 which reads as follows:

"I have the honor to refer to discussions between representatives of our two Governments relating to amendment of the Memorandum of Understanding forming a part of the air charter services agreement between our two Governments, effected by exchange of notes of March 30, 1973, and to propose as a result of these discussions, that the Memorandum of Understanding should be amended as follows:

A. By the deletion from the second introductory paragraph of the date "31 March 1974" and the substitution therefore of the date "31 March 1975".
B. By the deletion from footnote 1/ of "(8)" and the insertion in lieu thereof of "(6)".

C. By the substitution of a comma for the period at the end of subparagraph I.C.2 and the addition of the following words "or on any other matter covered by this Understanding."

D. By the addition of two subparagraphs to section I.C., as follows:

"4. Accept as charterworthy 'advance charter' traffic organized and flown pursuant to a previously accepted rule which has been modified, temporarily or otherwise, to provide for an initial filing of passenger lists at least sixty days (rather than at least ninety days) in advance of flight departure.

"5. Use their best efforts to accept as charterworthy charter flights of a 'Special Event' character organized in and flown from the territory of the other Party."

I have the honor to propose that, if the Government of the United Kingdom of Great Britain and Northern Ireland accepts such amendments, this note and your reply to that effect shall constitute an agreement between our two Governments, in this matter, which shall enter into force on the date of your reply."

I have the honour to inform you that the Government of the United Kingdom of Great Britain and Northern Ireland accept the proposed amendments and agree that your Note, together with this reply, shall constitute an agreement between our two Governments in this matter, which shall enter into force on today's date.

I have the honour to be
Sir
Your obedient Servant

JOHN DODDS

(for the Secretary of State)

43-377 O - 75 - 58

[RELATED LETTER]

DEPARTMENT OF TRADE AND INDUSTRY
SHELL MEX HOUSE STRAND
LONDON W C 2

Mr J S MEADOWS
Department of State
2201C Street North West
Washington DC 20520
USA

29 MARCH 1974

DEAR JOHN,

AFFINITY CHARTER FLIGHTS

I am writing to confirm the outcome of our discussions regarding affinity charters.

2 The Ottawa Declaration envisaged that affinity charter flights would be discontinued after the end of 1973.

3 However, in June 1973 the Civil Aeronautics Board gave notice that it did not plan to take any action which would have the effect of suspending the affinity charter rule for any period prior to 1 November 1974, and asked those countries which were following the Ottawa timetable to reconsider their positions. You have now explained that the United States may wish to continue affinity flights until there has been time to evaluate the Travel Group charter experiment at the end of 1975.

4 In view of this, the United Kingdom authorities are willing to accept affinity charter traffic from the United States until 31 March 1975, although they have, themselves, eliminated UK-originating affinity charters to the United States. As a condition of such acceptance, however, we shall require that all passengers carried on affinity charter flights originating in the United States shall have been named on a list furnished to the appropriate United Kingdom authority at least 30 days before the flight. There is, of course, no reason why this list should not exceed, by a reasonable margin, the number of seats contracted for.

5 In applying this condition, we shall be ready to consider authorising limited exceptions. In any such case the carrier will be required to submit, before the flight, documentary particulars of the reasons why an exception should, in its view, be made together with documentary evidence that the person concerned is an eligible member of the chartering organisation. In addition, in the early part of the

period, any transitional problems will be sympathetically considered. In any event, however, carriers will be entitled to carry persons not listed 30 days prior to the flight only if express permission has been given before the flight takes place.

Yours sincerely

GEORGE

G T Rogers

MULTILATERAL

Atomic Energy: Application of Safeguards Pursuant to the Non-Proliferation Treaty

Protocol suspending the agreement of September 30, 1964.
Signed at Vienna May 16, 1974;
Entered into force May 16, 1974.

PROTOCOL SUSPENDING THE AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE KINGDOM OF THAILAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFEGUARDS AND PROVIDING FOR THE APPLICATION OF SAFEGUARDS PURSUANT TO THE NON-PROLIFERATION TREATY

The International Atomic Energy Agency (hereinafter referred to as the "Agency"), the Kingdom of Thailand and the United States of America;

RECOGNIZING that the Agency has been applying safeguards in accordance with the provisions of the Agreement between the International Atomic Energy Agency, the Government of the Kingdom of Thailand and the Government of the United States of America for the Application of Safeguards signed on 30 September 1964 [1] (hereinafter referred to as the "Safeguards Transfer Agreement") to materials, equipment and facilities required to be safeguarded under the Agreement for Co-operation between the Government of the United States of America and the Government of the Kingdom of Thailand concerning Civil Uses of Atomic Energy signed on 13 March 1956, as amended on 27 March 1957, 11 June 1960, 31 May 1962 and on 8 June 1964, [2] (hereinafter referred to as the "Agreement for Co-

---

[1] TIAS 5861; 16 UST 1164.
[2] TIAS 3522, 3842, 4533, 5122, 5765; 7 UST 416; 8 UST 832; 11 UST 1874; 13 UST 1776; 16 UST 91.

operation"), to ensure so far as it is able that they will not be used in such a way as to further any military purpose;

RECOGNIZING that the Kingdom of Thailand, as a non-nuclear-weapon State Party to the Treaty on the Non-Proliferation of Nuclear Weapons [1] (hereinafter referred to as the "Treaty"), has concluded with the Agency an Agreement for the Application of Safeguards (hereinafter referred to as the "Treaty Safeguards Agreement") pursuant to paragraph 1 of Article III of the Treaty;

RECOGNIZING that Article 23 of the Treaty Safeguards Agreement provides for the suspension of Agency safeguards applied pursuant to other safeguards agreements with the Agency;

RECOGNIZING that, under Article VII of the Agreement for Co-operation, the Government of the Kingdom of Thailand has guaranteed that no material, including equipment and devices, transferred to the Government of the Kingdom of Thailand or authorized persons under its jurisdiction by purchase or otherwise pursuant to the Agreement for Co-operation will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose;

HAVE agreed:

1. The Treaty Safeguards Agreement shall be applied as therein provided and the Safeguards Transfer Agreement shall be deemed to be suspended during the time and to the extent that the Treaty Safeguards Agreement is in force and safeguards specified in the Treaty Safeguards Agreement are being applied by the Agency.

2. In the event that the Kingdom of Thailand intends to exercise its discretion in accordance with Article 14 of the Treaty Safeguards Agreement to use any nuclear material required to be safeguarded under that Agreement in a military activity not proscribed by the Treaty, the Government of the Kingdom of Thailand will satisfy the Agency and the Government of the United States of America that such materials is not subject to the guarantees made to the Government of the United States of America by the Government of the Kingdom of Thailand in Article VII of the Agreement for Co-operation, and that no material, including equipment and devices, transferred from the United States of America to the Kingdom of Thailand under the Agreement for Co-operation are involved in such use.

3. This Protocol shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of the Government of the Kingdom of Thailand and the Government of the United States of America.

[1] TIAS 6839; 21 UST 483.

DONE in Vienna, this 16th day of May 1974, in triplicate in the English language.

For the GOVERNMENT OF THE KINGDOM OF THAILAND:
DEJ TALABHAT

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:
DWIGHT J. PORTER

For the INTERNATIONAL ATOMIC ENERGY AGENCY:
Y CHERNILIN

[SEAL]

REPUBLIC OF CHINA

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of April 4, 1972.
Signed at Washington March 15, 1974;
Entered into force June 14, 1974.

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

The Government of the United States of America and the Government of the Republic of China,

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of China Concerning Civil Uses of Atomic Energy, signed at Washington on April 4, 1972 [1] (hereinafter referred to as the "Agreement for Cooperation"),

Agree as follows:

Article I

Article VII of the Agreement for Cooperation is amended to read as follows:

"A. Subject to the availability of capacity in Commission facilities for uranium enrichment and within the quantity authorized in Article IX for transfer, contracts with the Government of the Republic of China, or with authorized persons under its jurisdiction, may be entered into by the Commission as herein set forth for the production or enrichment of uranium enriched in the isotope U-235 for use as fuel in power applications undertaken within the Republic of China. It is understood by the Parties that, at such times as the Government of the Republic of China, or such authorized persons, have requirements for such services and are prepared to execute firm contracts which set forth the agreed delivery schedules and other terms and conditions of supply, the Government of the Repub-

[1] TIAS 7364; 23 UST 945.

lic of China or such authorized persons will have access on an equitable basis with other purchasers of such services to uranium enrichment capacity then available in Commission facilities and not already allocated.

"B. Additionally, upon request by the Government of the Republic of China or authorized persons under its jurisdiction, the Commission may, at its option and under terms and conditions as may be agreed, sell uranium enriched in the isotope U–235 in such amounts as are within the quantity authorized in Article IX for transfer for use as fuel in power applications undertaken within the Republic of China.

"C. Under such terms and conditions as may be agreed, the Commission may transfer (including, *inter alia*, supply through enrichment services contracts) to the Government of the Republic of China, or authorized persons under its jurisdiction, uranium enriched in the isotope U–235 for use as fuel in reactor experiments and reactors other than those covered under paragraphs A and B of this Article, including reactors for research, materials testing, experimental, scientific and industrial uses.

"D. Special nuclear material other than uranium enriched in the isotope U–235 may be transferred to the Government of the Republic of China, or to authorized persons under its jurisdiction, for use as fuel in reactors and reactor experiments, provided that the Commission may transfer quantities of such material only to the extent that they fall within an authorized ceiling therefor set forth in Article IX for transfer and that the terms and conditions of each such transfer shall be agreed upon in advance."

ARTICLE II

Article VIII of the Agreement for Cooperation is amended to read as follows:

"A. The enriched uranium supplied under this Agreement may contain up to twenty percent (20%) in the isotope U–235. A portion of the uranium enriched in the isotope U–235 so supplied may be made available as material containing more than twenty percent (20%) in the isotope U–235 when the Commission finds a technical or economic justification for such a transfer.

"B. Subject to the provisions of Article IX, the quantity of uranium enriched in the isotope U–235 transferred under Article VI, paragraph B or Article VII and under the jurisdiction of the Government of the Republic of China for the fueling of reactors or reactor experiments shall not at any time be in excess of the quantity thereof necessary for the loading of such reactors or reactor experiments, plus such additional quantity as, in the opinion of the Parties, is necessary for the efficient and continuous operation of such reactors or reactor experiments.

"C. When any special nuclear material received from the United States of America pursuant to this Agreement or the superseded Agreement requires reprocessing, or any irradiated fuel elements containing fuel material received from the United States of America pursuant to this Agreement or the superseded Agreement are to be removed from a reactor and are to be altered in form or content, such reprocessing or alteration shall be performed in facilities acceptable to both Parties upon a joint determination that the provisions of Article XI may be effectively applied.

"D. Special nuclear material produced as a result of irradiation processes in any part of the fuel that may be leased by the Commission under this Agreement or the superseded Agreement shall be for the account of the lessee and, after reprocessing as provided in paragraph C of this Article, title to such produced material shall be in the lessee unless the Commission and the lessee otherwise agree.

"E. No special nuclear material produced through the use of material transferred to the Government of the Republic of China or to authorized persons under its jurisdiction, pursuant to this Agreement or the superseded Agreement, will be transferred to the jurisdiction of any other nation or group of nations, except as the Commission may agree to such a transfer.

"F. Some atomic energy materials which the Commission may be requested to provide in accordance with this Agreement, or which have been provided by the Commission under the superseded Agreement, are harmful to persons and property unless handled and used carefully. After delivery of such materials, the Government of the Republic of China shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any special nuclear material or fuel elements which the Commission may, pursuant to this Agreement, lease to the Government of the Republic of China or to any person under its jurisdiction, or may have leased pursuant to the superseded Agreement to the Government of the Republic of China or to any person under its jurisdiction, the Government of the Republic of China shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease and the possession and use of such special nuclear material or fuel elements after delivery by the Commission to the Government of the Republic of China or to any person under its jurisdiction."

ARTICLE III

Article IX of the Agreement for Cooperation is amended to read as follows:

"The separative work required to produce the uranium enriched in the isotope U-235 transferred under this Agreement, or the super-

seded Agreement, from the United States of America to the Republic of China for power applications shall not exceed that necessary to support the fuel cycles of reactors having a total installed capacity of seven thousand five hundred (7500) megawatts (electric)."

ARTICLE IV

Article XV of the Agreement for Cooperation is amended by deleting "thirty (30)" and substituting in lieu thereof "forty-two (42)".

ARTICLE V

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

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

DONE in Washington, in duplicate, this fifteenth day of March, 1974.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Robert S. Ingersoll [2]

[3]

FOR THE GOVERNMENT OF THE REPUBLIC OF CHINA:

James C. H. Shen [4]

[1] June 14, 1974.
[2] Robert S. Ingersoll
[3] Dixy Lee Ray
[4] James C. H. Shen

GUINEA

Agricultural Commodities

Agreement signed at Washington May 8, 1974;
Entered into force May 8, 1974.
And amending agreement
Effected by exchange of notes
Dated at Conakry May 24, 1974;
Entered into force May 24, 1974.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GUINEA FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Guinea have agreed to the sales of the agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit Annex of the October 18, 1967 Agreement [1] and the following Part II:

PART II. PARTICULAR PROVISIONS

ITEM I. Commodity Table

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat Flour	1974	3, 750	$1. 00
Soybean/Cottonseed Oil	1974	1, 900	$1. 25
			$2. 25

ITEM II. Payment Terms

Convertible Local Currency Credit

1. Initial Payment – None
2. Currency Use Payment – None
3. Number of Installment Payments – 25 equal annual payments
4. Amount of Each Installment Payment – Approximately equal annual amounts

[1] TIAS 6381; 18 UST 2887.

5. Due Date of First Installment payment – 6 years after date of last delivery of commodities in each calendar year
6. Initial Interest Rate – 2 percent
7. Continuing Interest Rate – 3 percent

ITEM III. Usual Marketing Requirements

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement
Wheat Flour	1974	4,700 M.T.
Edible Vegetable Oil/Oilseeds (in oil equivalent)	1974	1,900 M.T.

ITEM IV. Export Limitations

A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodity shall be for the United States fiscal year 1974 or any subsequent United States fiscal year during which each commodity financed under this agreement is being imported and utilized.
B. For the purpose of Part I, Article III A3, of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for wheat flour—wheat, rolled wheat, wheat flour, semolina, farina, and bulgur (or same product under a different name); for soybean/cottonseed oil—all edible vegetable oils including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, and sesame oil and all oilseeds or beans from which these oils are produced.

ITEM V. Self-Help Measures

The Government of Guinea agrees to:

1. Continue to take effective action to stabilize its economy and to guard against inflation.
2. Request the assistance of appropriate international organizations to implement studies of its agricultural programs and policy, especially of the marketing system, in order to improve efficiency and to achieve optimum production levels.
3. Establish a cereal price support and improved marketing program to provide an incentive to farmers to increase cereal production.
4. Accelerate applied research on food crops to determine fertilizer requirements, to find higher yielding varieties and to disseminate such information for better crop and soil management practices.
5. Strengthen systems for collection, computation and analysis of agricultural statistics including import, export and other related trade data for use in determining agricultural production and marketing policies.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used

The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in Item V and for the sectors described in the Government of Guinea's Development Plan for the National Economy.

ITEM VII. Ocean Freight (Differential)

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions

A. Substitute the following for paragraph 4 of the Convertible Local Currency Credit Annex: "The total amount of the proceeds accruing to the importing country from the sale of the commodities financed under this agreement, to be applied to the economic development uses set forth in Part II of this agreement, shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the payment, if any, made by the Government of the importing country pursuant to the proviso in Section 103(b) of the Act [1] (such payment is herein called the currency use payment). The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedures, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in the case of expenditures the budget sector in which they were used."

[1] 80 Stat. 1528; 7 U.S.C. § 1703(b).

B. The Government of Guinea understands that the Food for Peace Act (P.L. 480)[1] requires the agreement to provide for termination whenever the Government of the United States of America finds that the self-help program described in the agreement is not being adequately developed and that the Government of the United States of America can terminate the agreement in such a case under the termination clause in Part III of the agreement.

ACCORD ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA GUINEE EN VUE DE LA VENTE DE PRODUITS AGRICOLES

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République de Guinée sont convenus des ventes des produits agricoles décrits ci-dessous. Le présent accord comprendra le Préambule, les Parties I et III, et l'Annexe relative aux ventes à crédit en monnaie locale convertible faisant suite à l'accord conclu le 18 octobre 1967, et la Partie II ci-après:

PARTIE II. DISPOSITIONS PARTICULIERES

POINT I. Tableau des Produits

	Période d'Offre (Année Budgétaire des Etats-Unis)	Quantité Maximum Approximative (Tonnes Métriques)	Valeur Maximum sur le Marché d'Exportation (Millions)
Farine de blé	1974	3. 750	$1, 00
Huile de soya et Huile de coton	1974	1. 900	$1, 25
			$2, 25

POINT II. Modalités de Paiement

Crédit en monnaie locale convertible

1. Paiement initial – aucun
2. Paiement utilisant la monnaie locale – aucun
3. Nombre de versements – 25 versements annuels égaux
4. Montant de chaque versement – versements annuels approximativement égaux
5. Date d'échéance du premier versement – six ans après la date de la dernière livraison des produits pour chaque année civile.
6. Taux d'intérêt initial – 2 pour cent
7. Taux d'intérêt définitif – 3 pour cent

[1] 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

POINT III. Tableau des Marchés Habituels

Produits	Période d'Importation (Année Budgétaire des Etats-Unis)	Obligations Relatives au Marché Habituel
Farine de blé	1974	4.700 Tonnes Métriques
Huile végétale comestible et graines d'huile (en équivalent d'huile)	1974	1.900 Tonnes Métriques

POINT IV. Limitation des Exportations

A. Période de Limitation des Exportations.
En ce qui concerne chaque produit financé en vertu du présent Accord, la période de limitation des exportations pour ledit produit ou pour le produit similaire sera, pour les Etats-Unis, l'année budgétaire 1974 ou toute autre année budgétaire subséquente des Etats-Unis au cours de laquelle chaque produit financé aux termes du présent Accord est importé et utilisé.

B. Aux fins d'application de la Partie I, Article III A 3 du présent Accord, les produits considérés comme étant identiques ou similaires aux produits financés aux termes du présent Accord sont: pour la farine de blé—blé, farine de blé, fonio, semoule, fécule, bulgurs (ou même produit sous un nom différent); et pour l'huile de soya, l'huile de coton—toute huile végétale comestible y compris l'huile d'arachide, l'huile de soya, l'huile de coton, l'huile de colza, l'huile de tournesol, l'huile de sésame et toutes les huiles ou graines d'huile desquelles ces huiles sont produites.

POINT V. Mesures d'Auto-Assistance

Le Gouvernement de Guinée convient:

1. De continuer à prendre des mesures efficaces afin de stabiliser son économie et de la protéger contre l'inflation;
2. De demander l'assistance des organisations internationales appropriées pour effectuer des études portant sur ses programmes et sa politique agricole, notamment en ce qui concerne le système de commercialisation, afin d'améliorer le rendement et d'atteindre les plus hauts niveaux de production;
3. D'établir un prix de subvention des céréales et d'améliorer le programme de sa commercialisation pour encourager les fermiers à augmenter la production des céréales;
4. D'accélérer la recherche appliquée sur les cultures alimentaires afin de déterminer les besoins en engrais, d'obtenir des variétés qui donnent les rendements plus élevés et de formuler de meilleures pratiques d'aménagement en ce qui concerne les cultures et les sols;
5. Consolider des systèmes de rassemblement, des calculs et d'analyses des statistiques agricoles, y compris l'importation, l'exportation, et d'autres éléments d'information, afin de déterminer la production agricole et son système de commercialisation.

POINT VI. L'Intention du Développement Economique pour Laquelle les Montants des Portions Afférentes au Pays Importateur Doivent Etre Utilisés

Les montants des portions afférentes au pays importateur provenant de la vente des produits financés sous cet accord seront utilisés pour financer les mesures d'auto-assistance spécifiées dans l'article V et pour les secteurs décrits dans le plan du développement pour l'économie du Gouvernement de Guinée.

POINT VII. Fret Maritime (Différentiel)

Le Gouvernement du pays exportateur assumera la différence du prix du fret pour les quantités des produits requises à être transportées sur les bateaux battant pavillon des Etats-Unis, mais nonobstant les dispositions du Paragraphe I de l'Annexe relative aux ventes à crédit en monnaie locale convertible, il ne financera pas le solde du coût du transport de tels produits.

POINT VIII. Autres Dispositions

A. Remplacer le paragraphe 4 de l'annexe relative aux ventes à crédit en monnaie locale convertible par le paragraphe suivant: Le montant total revenant au pays importateur sur la vente de produits financés aux termes du présent accord, imputable aux objectifs de développement économique énoncés à la Partie II du présent accord, ne devra pas être inférieur à l'équivalent en monnaie locale du montant en dollars décaissé par le Gouvernement du pays exportateur relativement au financement des produits (autre que le différentiel de fret maritime) étant entendu, toutefois, que le produit des ventes ainsi imputé sera diminué du paiement effectué, le cas échéant, par le Gouvernement du pays importateur par suite de la clause contenue à la Section 103 b) de la Loi (ledit paiement étant appelé "paiement utilisant la monnaie locale" dans le présent accord). Le taux de change devant servir au calcul de cet équivalent en monnaie locale sera le taux auquel l'autorité monétaire centrale du pays importateur, ou son représentant autorisé, vend des devises étrangères contre la monnaie locale relativement à l'importation commerciale de produits identiques. Tous fonds ainsi acquis, qui font l'objet d'un prêt par le Gouvernement du pays importateur à des organisations privées ou non gouvernementales, seront accordés à des taux d'intérêt approximativement équivalents aux taux appliqués à des

prêts comparables dans le pays importateur. Le Gouvernement du pays importateur devra fournir, conformément avec ses procédures budgétaires d'exercise financier, à tous moments que pourra désigner le Gouvernement du pays exportateur, mais à des intervalles de temps maximums d'un an, un rapport sur l'accumulation et l'utilisation desdits fonds, certifié par l'autorité du Gouvernement du pays importateur chargée de la vérification et, dans le cas des dépenses, indiquant le secteur du budget auquel ils ont été affectés.

B. Le Gouvernement de Guinée comprend que l'aide alimentaire pour la Paix (PL-480), exige que l'accord porte du droit de cessation toutes les fois que le Gouvernment des Etats-Unis trouve que le programme d'auto-assistance décrit dans l'Accord n'est pas suffisamment développé et que le Gouvernement des Etats-Unis d'Amérique puisse rompre cet Accord dans un tel cas suivant la clause de cessation comprise dans la Partie III de l'Accord.

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

DONE at Washington, in duplicate, this 8th day of May 1974.

EN FOI DE QUOI, les représentants respectifs, dûment autorisés à cet effet, ont signé le présent Accord.

FIAT à Washington, en double exemplaire, le 8 mai 1974.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:
FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Terence A. Todman

TERENCE A. TODMAN
Ambassador of the United States of America

POUR LE GOUVERNEMENT DE LA GUINEE:
FOR THE GOVERNMENT OF GUINEA:

Fouroumo Kourouma

FOUROUMO KOUROUMA
Chargé d'Affaires A. I.
Ambassade de la République de Guinée à Washington

43-377 O - 75 - 59

[AMENDING AGREEMENT]

The American Ambassador to the Guinean Minister of External Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 55

CONAKRY, *May 24, 1974*

EXCELLENCY:

I have the honor to refer to the agricultural commodities agreement signed by representatives of our two governments on May 8, 1974, and to propose that the said agreement be amended as follows:

I. Part II, Item I, Commodity Table

A. Add the commodity corn/grain sorghums for Supply Period United States Fiscal Year 1974–1975; Approximate Maximum Quantity shall read 10,000 metric tons; Maximum Export Market Value shall read $1.26 million.

B. Increase the commodity wheat flour to 7,500 metric tons. Increase the Maximum Export Market Value to $1.80 million.

C. Increase the total to $4.31 million.

D. For each commodity change the Supply Period to read United States Fiscal Year 1974–1975.

II. Part II, Item III, Usual Marketing Requirements

A. Add the commodity corn/grain sorghums; Import Period shall read United States Fiscal Year 1974–1975; Usual Marketing Requirement shall read none.

B. For each commodity change the Import Period to read United States Fiscal Year 1974–1975.

C. Under Usual Marketing Requirement insert the following phrase after the quantity listed for each commodity: in each year.

III. At the end of Item IV B add the following: For corn/grain sorghums—corn, cornmeal, barley, grain sorghums, rye and oats, including mixed feeds containing predominately such grains.

All other terms and conditions of this agreement remain the same.

I propose that this note and your reply thereto will constitute an agreement between our two governments, effective the date of your note in reply.

Accept, Excellency, the assurances of my highest consideration.

TERENCE A. TODMAN

His Excellency
ABDOULAYE TOURÉ,
Minister of External Commerce,
Conakry.

TIAS 7835

The Guinean Ministry of External Commerce to the American Embassy

REPUBLIQUE DE GUINEE
DOMAINE DES ECHANGES
MINISTERE
DU COMMERCE EXTERIEUR

LE MINISTRE DU COMMERCE EXTERIEUR

No. 1269/MDE/MCE/CAB

CONAKRY, *le May 24, 1974*

Le Ministère du Commerce Extérieur de la République de Guinée présente ses compliments à l'Ambassade des Etats-Unis d'Amérique, et a l'honneur d'accuser réception de sa Note n° 55 en date du 24 Mai 1974.

Le Ministère porte à la connaissance de l'Ambassade que le Gouvernement de la République de Guinée a pris connaissance des modifications suggérées dans ladite note et qu'il accepte qu'elles soient établies comme suit:

I. Partie II, Point I – Tableau des Produits:

a) Ajouter le produit maïs/grand millet (sorgho); Quantité Maximum Approximative – 10,000 tonnes métriques; Valeur Maximum sur le Marché d'Exportation – $1,26 millions.
b) Augmenter le produit farine de blé à 7,500 tonnes métriques; augmenter la Valeur Maximum sur le Marché d'Exportation à $1,80 millions.
c) Augmenter le total à 4,31 millions.
d) Pour chaque produit, changer la Période d'Offre afin de lire Année Budgétaire des Etats-Unis 1974–1975.

II. Partie II, Point III – Tableau des Marchés Habituels

a) Ajouter le produit maïs/grand millet (sorgho); la Période d'Importation sera pour l'Année Budgétaire 1974–1975; L'Obligation Relative au Marché Habituel se lira nulle.
b) Pour chaque produit, changer la Période d'Importation afin de lire Année Budgétaire des Etats-Unis 1974–1975.
c) Dans la colonne intitulée Obligations Relatives au Marché Habituel, après la quantité mentionnée pour chaque produit, ajouter: pour chaque année.

III. A la fin de la Partie II, point IV B, ajouter: Pour maïs/grand millet – maïs, farine de maïs, orge, grand millet, seigle, avoine et une alimentation mélangée principalement à base de telles graines.

Le Ministère du Commerce Extérieur de la République de Guinée saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique l'assurance de sa haute considération.–

Ambassade des Etats-Unis
d'Amérique en République
de Guinée – Conakry.

Translation

REPUBLIC OF GUINEA
EXCHANGE DOMAIN
MINISTRY OF EXTERNAL COMMERCE
OFFICE OF THE MINISTER OF EXTERNAL COMMERCE

No. 1269/MDE/MCE/CAB

CONAKRY, *May 24, 1974*

The Ministry of External Commerce of the Republic of Guinea presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its Note No. 55 dated May 24, 1974.

The Ministry wishes to inform the Embassy that the Government of the Republic of Guinea has taken note of the amendments suggested in the aforesaid note and agrees that they be set forth as follows:

I. PART II, I, Commodity Table
   A. Add the commodity corn/grain sorghum; Approximate Maximum Quantity shall read 10,000 metric tons; Maximum Export Value shall read $1.26 million.
   B. Increase the commodity wheat flour to 7,500 metric tons. Increase the Maximum Export Market Value to $1.80 million.
   C. Increase the total to $4.31 million.
   D. For each commodity change the Supply Period to read United States Fiscal Year 1974–1975.

II. Part II, Item III, Usual Marketing Requirements
   A. Add the commodity corn/grain sorghums; Import Period shall read United States Fiscal Year 1974–1975; Usual Marketing Requirement shall read none.

B. For each commodity change the Import Period to read United States Fiscal Year 1974–1975.

C. Under Usual Marketing Requirement insert the following phrase after the quantity listed for each commodity: in each year.

III. At the end of Part II, Item IV B, add the following: For corn/grain sorghums—corn, cornmeal, barley, grain sorghums, rye and oats, including mixed feeds containing predominantly such grains.

The Ministry of External Commerce of the Republic of Guinea avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its high consideration.

[SEAL] [INITIALED]

Embassy of the United States of America,
Conakry.

MULTILATERAL

Food and Agriculture Organization: Amendments to the Constitution

Amendments to articles V and XIV of the constitution of the Food and Agriculture Organization.[1]
Adopted by the Seventeenth Session of the FAO Conference, Rome, November 16 and 26, 1973;
Effective November 16, 1973 with respect to article V; effective November 26, 1973 with respect to article XIV.

Amendments to the FAO Constitution Adopted by the Seventeenth Session of the Conference of the Organization

(Rome, 10–29 November 1973)

(Words between square brackets to be deleted and words underlined to be added)

ARTICLE V

Council of the Organization

1. A Council of the Organization consisting of [thirty-four] forty-two Member Nations shall be elected by the Conference. Each Member Nation on the Council shall have one representative and shall have only one vote. Each member of the Council may appoint alternates, associates and advisers to its representative. The Council may determine the conditions for the participation of alternates, associates and advisers in its proceedings, but any such participation shall be without the right to vote, except in the case of an alternate, associate or adviser participating in the place of a representative. No representative may represent more than one member of the Council. The tenure and other conditions of office of the members of the Council shall be subject to rules made by the Conference.

ARTICLE XIV

Conventions and agreements

1. . . . .
2. . . . .

---

[1] TIAS 1554, 4803, 5229, 5506, 5987, 6421, 6902, 7274; 60 Stat. 1886; 12 UST 980; 13 UST 2616; 14 UST 2203; 17 UST 457; 18 UST 3273; 21 UST 1464; 23 UST 74.

3. Conventions, agreements, and supplementary conventions and agreements shall:

(a) . . . .

(b) contain provisions concerning the Member Nations of the Organization, and such non-member [Nations] States as are members of the United Nations, any of its Specialized Agencies or the International Atomic Energy Agency which may become parties thereto and the number of acceptances by Member Nations necessary to bring such convention, agreement, supplementary convention or agreement into force, and thus ensure that it will constitute a real contribution to the achievement of its objectives. In the case of conventions, agreements, supplementary conventions and agreements establishing commissions or committees, participation by non-member [Nations] States of the Organization that are members of the United Nations, any of its Specialized Agencies or the International Atomic Energy Agency shall in addition be subject to prior approval by at least two-thirds of the membership of such commissions or committees;

Amendments adopted by Resolutions 8/73 and 10/73 of 16 and 26 November 1973, respectively.

CERTIFIED TRUE COPY

P CONTINI

P. Contini
Legal Counsel

Date 19/2/74

Amendements à l'Acte constitutif de la FAO adoptés par la dix-septième session de la Conférence de l'Organisation

(Rome, 10–29 novembre 1973)

(Les mots entre crochets sont à supprimer; les mots soulignés sont à ajouter)

ARTICLE V

Conseil de l'Organisation

1. La Conférence élit le Conseil de l'Organisation. Le Conseil se compose de [trente-quatre] quarante-deux Etats Membres qui y délèguent chacun un représentant et ne disposent chacun que d'une

voix. Chaque Membre du Conseil peut en outre faire accompagner son représentant de suppléants, d'adjoints et de conseillers. Le Conseil fixe les conditions dans lesquelles les suppléants, adjoints et conseillers participent aux débats; toutefois cette participation ne comporte pas le droit de vote, sauf dans le cas où un suppléant, un adjoint ou un conseiller remplace le représentant. Aucun représentant ne peut représenter plus d'un Membre du Conseil. Les règles relatives à la durée et aux autres conditions d'exercice du mandat des Membres du Conseil sont fixées par la Conférence.

ARTICLE XIV

Conventions et accords

1. . . . .
2. . . . .
3. Les conventions et accords et les conventions et accords complémentaires:

a) . . . .
b) précisent les Etats Membres de l'Organisation et les Etats non membres faisant partie de l'Organisation des Nations Unies, de l'une quelconque des institutions spécialisées ou de l'Agence internationale de l'énergie atomique, qui peuvent y adhérer et le nombre d'adhésions par des Etats Membres nécessaire pour que la convention, l'accord, la convention ou l'accord complémentaire entrent en vigueur, ces dispositions étant destinées à mesurer que l'existence de l'instrument en question permettra effectivement d'atteindre les objectifs visés. Dans le cas de conventions, accords, conventions ou accords complémentaires instituant des commissions ou comités, la participation des Etats non membres de l'Organisation faisant partie de l'Organisation des Nations Unies, de l'une quelconque des institutions spécialisées, ou de l'Agence internationale de l'énergie atomique est subordonnée en outre à l'approbation préalable des deux tiers au moins des membres de la commission ou du comité intéressé;

Amendements adoptés par les Résolutions 8/73 et 10/73 du 16 et 26 novembre 1973, respectivement.

CERTIFIED TRUE COPY

P CONTINI

P. Contini
Legal Counsel

Date 19/2/74

Enmiendas a la Constitución de la FAO Aprobadas por el 17° Período de Sesiones de la Conferencia de la Organización

(Roma, 10–29 de noviembre de 1973)

(Suprímanse las palabras entre corchetes y agréguense la palabras subrayadas)

Artículo V

Consejo de la Organización

1. La Conferencia elige el Consejo de la Organización, integrado por [treinta y cuatro] cuarenta y dos Estados Miembros. Cada Estado Miembro que forme parte del Consejo tendrá un representante y un solo voto, pudiendo nombrar suplentes, adjuntos y asesores de aquél. El Consejo podrá determinar las condiciones en que habrán de participar los suplentes, adjuntos y asesores en sus debates, pero tal participación no supondrá el derecho a voto, salvo cuando el suplente, adjunto o asesor participen en lugar del representante. Ninguno de éstos podrá representar a más de un Miembro del Consejo. La duración y otras condiciones del mandato de dichos Miembros estarán sujetas a las normas que establezca la Conferencia.

Artículo XIV

Convenciones y acuerdos

1. . . . .
2. . . . .
3. Las convenciones, acuerdos y convenciones o acuerdos suplementarios deberán:

(a) . . .
(b) contener estipulaciones concernientes a la elegibilidad para participar en los mismos de los Estados Miembros de la Organización y de los que, no siéndolo, pertenezcan a las Naciones Unidas, a cualquiera de sus organismos especializados o al Organismo Internacional de Energía Atómica, así al número necessario de aceptaciones por parte de los Estados Miembros para que entren en vigor, asegurando con ello que dichas convenciones, acuerdos, convenciones o acuerdos suplementarios constituirán una verdadera contribución al logro de sus objetivos. Tratándose de convenciones, acuerdos, convenciones o acuerdos suplementarios por los que se creen comisiones o comités, la participación de los Estados no miembros de la Organización que pertenezcan a las Naciones Unidas, a cualquiera de sus organismos especiali-

zados o del Organismo Internacional de Energía Atómica estará sujeta, además, a la previa aprobación de dos tercios, por lo menos, de los componentes de esas comisiones o comités;

Enmiendas aprobadas por las Resoluciones 8/73 y 10/73 de 16 y 26 de noviembre de 1973 respectivamente.

CERTIFIED TRUE COPY

P CONTINI

P. Contini
Legal Counsel

Date 19/2/74

تعديلات دستور منظمة الأغذية والزراعة التي أقرتها الدورة السابعة عشرة للمؤتمر

(روما ، من ١٠ــ٢٩ نوفمبر ١٩٧٣)

(باضافة الكلمات التي بين الأقواس وحذف الكلمات التي تحتها خط)

مادة ٥

مجلس المنظمة

١ــ ينتخب المؤتمر مجلسا للمنظمة يتألف من (٣٤)٤٢ دولة من الدول الأعضاء • ولكل دولة عضو بالمجلس ممثل واحد وصوت واحد فقط • ويجوز لكل دولة عضو بالمجلس أن تعين لمندوبها مناوبين ومساعدين ومستشارين • وللمجلس أن يحدد الشروط التي تنظم اشتراك المناوبين والمساعدين والمستشارين في مداولاته • وليس للمناوب أو المساعد أو المستشار المشترك في المداولات حق التصويت الا اذا حل محل المندوب • ولا يجوز لأي مندوب أن يمثل أكثر دولة عضو بالمجلس • وتخضع مدة العضوية وغيرها من شروط العضوية بالمجلس للقواعد التي يضعها المؤتمر •

مادة ١٤

المعاهدات والاتفاقيات

١ــ •••••

٢ــ •••••

٣ــ يراعى في المعاهدات والاتفاقيات أو المعاهدات والاتفاقيات التكميلية :

(أ) •••••

(ب) أن تحدد الدول التي يجوز أن تصبح طرفا فيها من الدول الأعضاء بالمنظمة والدول غير الأعضاء ممن تكون أعضاء بالأمم المتحدة ، أو بأي وكالة من وكالاتها المتخصصة أو بالوكالة الدولية للطاقة الذرية ، كما تحدد العدد اللازم من موافقات الدول الأعضاء لجعل هذه المعاهدة والاتفاقية أو المعاهدة والاتفاقية التكميلية سارية ، بما يكفل مساهمتها مساهمة حقيقية في تحقيق أهدافها المنشودة • وفي حالة المعاهدات والاتفاقيات أو المعاهدات والاتفاقيات التكميلية المنشئة للمجالس أو اللجان ، يكون اشتراك الدول غير الأعضاء بالمنظمة ممن تكون أعضاء بالأمم المتحدة ، أو بأي من وكالاتها المتخصصة أو الوكالة الدولية للطاقة الذرية ، مشروطا ، فضلا عن ذلك ، بالموافقة المسبقة لثلثي أعضاء هذه المجالس أو اللجان على الأقل •

صدر هذان التعديلان بالقرارين رقم ٧٣/٨ و ٧٣/١٠ بتاريخ ١٦ و٢٦ نوفمبر ١٩٧٣ على الترتيب •

CERTIFIED TRUE COPY

P. CONTINI
Legal Counsel

Date 19/2/74

CANADA

Telecommunications: Promotion of Safety on the Great Lakes by Means of Radio

Agreement signed at Ottawa February 26, 1973;
Ratification advised by the Senate of the United States of America October 1, 1973;
Ratified by the President of the United States of America October 24, 1973;
Ratified by Canada January 10, 1974;
Ratifications exchanged at Washington May 6, 1974;
Proclaimed by the President of the United States of America June 8, 1974;
Date of entry into force May 6, 1975.
With exchange of notes
Signed at Washington May 6, 1974.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Agreement between the United States of America and Canada for Promotion of Safety on the Great Lakes by Means of Radio, 1973, was signed at Ottawa on February 26, 1973, the original of which Agreement is hereto annexed;

The Senate of the United States of America by its resolution of October 1, 1973, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Agreement;

The Agreement was ratified by the President of the United States of America on October 24, 1973, in pursuance of the advice and consent of the Senate, and has been duly ratified on the part of Canada;

The respective instruments of ratification were exchanged at Washington on May 6, 1974;

It is provided in Article XX of the Agreement that the Agreement shall enter into force one year after the date of the exchange of instruments of ratification;

Now, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Agreement to the end that it shall be observed and fulfilled with good faith on and after May 6, 1975 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

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

RICHARD NIXON

By the President:
HENRY A. KISSINGER
Secretary of State

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND CANADA FOR PROMOTION OF SAFETY ON THE GREAT LAKES BY MEANS OF RADIO, 1973

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

DESIROUS of promoting safety of life and property on the Great Lakes of North America by means of radio;

BELIEVING that this purpose will be served by making provision in common agreement for the use of radiotelephone communication for distress, safety and navigational purposes;

CONSIDERING that these objectives may best be achieved and maintained by the conclusion of an Agreement between the two Governments;

Have agreed as follows:

ARTICLE I

Definitions

For the purpose of this Agreement, unless expressly provided otherwise:

(a) "Approved" or "Approval" means, in relation to compliance with the terms of this Agreement by vessels of Canada and of the United States, approval by Canada and the United States, respectively, and in relation to vessels of other countries, approval by either Canada or the United States;

(b) "Vessel" includes every description of watercraft or other artificial contrivance used or capable of being used as a means of transportation on or over the water, except aircraft;

(c) "Towing" means the act of pulling or pushing or towing alongside a vessel or floating object;

(d) "Great Lakes" means all waters of Lakes Ontario, Erie, Huron (including Georgian Bay), Michigan, Superior, their connecting and tributary waters and the River St. Lawrence as far east as the lower exit of the St. Lambert Lock at Montreal in the Province of Quebec, Canada, but shall not include such of the connecting and tributary waters as may be specified in the Technical Regulations;

(e) "Mile" means a statute mile of 5,280 feet or 1,609 meters;

(f) "International Radio Regulations" means the Radio Regulations in force annexed to the International Telecommunication Convention, or any regulations which have been, or which from time to time in the future may be, substituted for such regulations;

(g) "Technical Regulations" means the regulations in force referred to in paragraph 2 of Article III of this Agreement;

(h) "Distress, safety and calling frequency" means the radiotelephone frequency or frequencies designated for this purpose in the Technical Regulations;

(i) "Radiotelephone alarm signal" means the automatic alarm signal prescribed by the International Radio Regulations for radiotelephony;

(j) "Radiotelephone auto alarm" means a warning device which is capable of being actuated automatically by the radiotelephone alarm signal, and which complies with the International Radio Regulations.

ARTICLE II

Purposes of the Agreement

The purposes of the Agreement are:

(a) To provide for cooperation between Canada and the United States in the field of governmental regulation and practices relating to fitting, usage and maintenance of radiocommunication equipment for safety purposes aboard specified classes of vessels of all nationalities operating on the Great Lakes of North America;

(b) To provide the highest practicable standards in matters concerning use of radiocommunication and associated equipment for maritime distress, safety and efficiency of navigation on the Great Lakes;

(c) To provide uniformity of regulations on radiocommunications for safety purposes to ships of all nationalities operating on the Great Lakes.

ARTICLE III

General Provisions

1. The Contracting Governments undertake to collaborate in encouraging the highest practicable degree of uniformity in standards for radiocommunication and associated equipment, where such uniformity will facilitate and improve maritime safety and efficiency of navigation on the Great Lakes.

2. The Technical Regulations annexed to this Agreement are an integral part thereof and every reference to this Agreement implies at the same time a reference to the Technical Regulations unless the language or context of the reference clearly excludes the Technical Regulations.

3. The Agreement shall apply to vessels of all countries as provided in Article V.

4. Each Contracting Government agrees that any vessel which is not subject to this Agreement, and which is permitted by such Government to use any radio frequency designated by this Agreement, shall be required, while on the Great Lakes, to use such radio frequency in the same manner as a vessel subject to this Agreement.

5. No provision of this Agreement shall prevent the use by a vessel or survival craft in distress of any means at its disposal to attract attention, make known its position, and obtain help.

ARTICLE IV

Notification to the Intergovernmental Maritime Consultative Organization (IMCO)

1. The Contracting Governments agree to notify the Secretary-General of the IMCO as soon as possible of the entry into force of this Agreement and of any subsequent amendments.

2. The Contracting Governments agree, also, to deposit with the Secretary-General of IMCO a true copy of the Technical Regulations annexed to this Agreement and any amendments to these Technical Regulations which may subsequently be agreed in accordance with paragraph 2 of Article XVIII.

ARTICLE V

Applicability to Vessels

A vessel to which this Agreement applies generally, as stated in paragraph 3 of Article III of this Agreement, and which falls in any of the following specific categories of paragraphs (a), (b) or (c), and not excepted by paragraphs (b) and (d), shall be subject to the requirements of this Agreement and the Technical Regulations while being navigated on the Great Lakes:

(a) Every vessel 65 feet or over in length (measured from end to end over the deck exclusive of sheer), except that the Contracting Governments, each with respect to its own vessels, may specify a smaller dimension;

(b) Every vessel engaged in towing another vessel or floating object, except:

(i) where the maximum length of the towing vessel, measured from end to end over the deck exclusive of sheer, is less than twenty-six (26) feet and the length or breadth of the tow, exclusive of the towing line is less than sixty-five (65) feet;

(ii) where the vessel towed complies with the requirements of this Agreement and the Technical Regulations annexed thereto;

(iii) where the towing vessel and tow are located within a booming ground; or

(iv) where the tow has been undertaken in an emergency and neither the towing vessel nor the tow can comply with this Agreement and the Technical Regulations annexed thereto;

43-377 O - 75 - 60

(c) Any vessel carrying more than six passengers for hire;

(d) A vessel shall not be subject to the requirements of this Agreement if such vessel falls in any of the following specific categories:

(i) Ships of war and troop ships;

(ii) Vessels owned and operated by any government and not engaged in trade.

ARTICLE VI

Coast Station Watch

1. Subject to paragraph 2, each Contracting Government agrees to ensure that necessary arrangements are made for coast stations to maintain a continuous watch on the distress, safety and calling frequency or frequencies.

2. During the non-navigation season of the St. Lawrence Seaway system continuous watch need be maintained only by such shore stations as may be required for the service of shipping which continues to operate in the open water areas.

ARTICLE VII

Ship Station Operators and Listening Watch

1. There shall be on board, at least one operator whose qualifications for radiotelephone operation for safety purposes on the Great Lakes have been certified by each of the Contracting Governments for citizens of its own country on vessels of that country or for persons on vessels of other countries, as meeting the qualifications set forth in the Technical Regulations.

2. From among those certified operators, the master shall designate one or more who shall operate the radiotelephone station. The duties of the operators so designated need not be restricted to duties in connection with the radiotelephone station but may include any and all duties assigned them by the master.

3. There shall be an effective continuous listening watch on the distress, safety and calling frequency or frequencies required by the Technical Regulations by at least one person who has been designated by the master to perform such listening. The person so designated may simultaneously perform other duties relating to the operation or navigation of the vessel, provided that such other duties do not interfere with the effectiveness of the listening.

4. Notwithstanding paragraph 3 of this Article, Contracting Governments may require that the continuous listening watch shall be maintained on a frequency other than the distress, safety and calling frequencies while the vessel is within designated national waters of a Contracting Government where it assumes the distress watch for the vessel.

5. Vessels may be permitted by each of the Contracting Governments, with respect to its own national waters, to suspend temporarily the continuous listening watch required under paragraph 3 or paragraph 4 of this Article, in order to engage in Maritime Mobile communications on other frequencies.

6. A vessel shall not be navigated unless the qualified radio operator required under paragraph 1 of this Article is on board. However, if the vessel is deprived of the services of such operator while underway the master shall notify authorities of the Contracting Governments of this fact, and shall comply with such instructions as may be given by those authorities. In any event, the master shall obtain a satisfactory replacement operator at the earliest practicable moment.

ARTICLE VIII

Cases of Force Majeure

A vessel which is not subject to the provisions of this Agreement shall not become subject thereto due to stress of weather or any other cause of force majeure.

ARTICLE IX

Exemptions

1. Each Contracting Government, if it considers that the conditions of the voyage or voyages affecting safety (including but not necessarily limited to the regularity, frequency and nature of the voyages, or other circumstances) are such as to render the full application of this Agreement unreasonable or unnecessary, may exempt partially, conditionally or completely any individual vessel for one or more voyages or for any period of time not exceeding one year from the date of exemption. Each Contracting Government shall promptly notify the other of each exemption that is granted and of the significant terms thereof.

2. Since the waters to which this Agreement applies are under the jurisdiction of Canada or the United States, the exemption referred to in paragraph 1 of this Article may be granted only by each of the Contracting Governments, for vessels of its own country or for the vessels of other countries.

ARTICLE X

Radiotelephone Station

1. Each vessel shall, except as it may be exempted under Article IX, be fitted with a radiotelephone station in effective operating condition and approved as meeting the requirements set forth in the Technical Regulations.

2. If the vessel's radiotelephone station ceases to be in effective operating condition, the master shall forthwith exercise due diligence to restore the radiotelephone station to effective operating condition at the earliest practicable moment. If the radiotelephone station becomes defective while underway, the master, if practicable to do so, shall notify authorities of the Contracting Governments of this fact, and shall comply with such instructions as may be given by those authorities.

ARTICLE XI

Vessel Records

Each vessel shall, except as it may be exempted under Article IX, maintain such records of the use of the radiotelephone station for safety purposes as may be required by the Technical Regulations.

ARTICLE XII

Annual Inspections and Surveys

1. So far as concerns the enforcement of this Agreement, the radiotelephone stations of all vessels subject to the provisions of this Agreement and the Technical Regulations shall be subject to inspection from time to time. In addition, vessels subject to the provisions of this Agreement and to the Technical Regulations of the two countries concerned shall be subject to a periodic survey of the radiotelephone station not less than once every thirteen months. This survey shall be made while the vessel is in active service or within not more than one month before the date on which it is placed in such service.

2. The inspection and survey of radiotelephone stations shall be carried out by the officers of the Contracting Governments for their respective vessels. With respect to any vessel which belongs to any other country, such inspection shall be carried out by officers of the Contracting Governments within whose jurisdiction such vessel first enters, and thereafter by the Contracting Government having jurisdiction as determined by the location of the vessel at least once each thirteen months or at the time of any inspection deemed necessary by such Government.

3. Each Contracting Government may entrust the inspection and survey of the radiotelephone stations either to surveyors nominated for this purpose or to organizations recognized by it. In every case the Contracting Government concerned fully guarantees the completeness and efficiency of the inspection and survey.

ARTICLE XIII

Certification and Privileges

1. If, after appropriate inspection or survey made in accordance with Article XII, the Contracting Government responsible for the inspection or survey is satisfied that all relevant provisions of this Agreement have been complied with, including any exemption or conditions of exemption approved in accordance with Article IX, that fact shall be certified immediately after each such inspection or survey either on the vessel's radiotelephone station license or by means of another document as determined by the Contracting Government.

2. The certification prescribed by paragraph 1 of this Article shall be kept on board the vessel while the vessel is subject to the provisions of this Agreement, and shall be available for inspection by the officers authorized by the Contracting Governments to make such inspections. Certifications issued under the authority of a Contracting Government shall be accepted by the other Contracting Government for all purposes covered by this Agreement.

ARTICLE XIV

Issue of Certificate by other Contracting Government

Each of the Contracting Governments may, at the request of the other, cause a vessel, for the survey of which the requesting Government is primarily responsible, to be surveyed and, if satisfied that the requirements of this Agreement are complied with, issue certificates to the vessel in accordance with the terms of this Agreement. Any certificate so issued must contain a statement to the effect that it has been issued at the request of the Government which made the request, and it shall have the same force and receive the same recognition as a certificate issued under Article XIII of this Agreement.

ARTICLE XV

Control

1. Over and above the application of this Agreement as set forth in the provisions of Article V of this Agreement, every vessel required by this Agreement to have a certificate issued by one Contracting Government in accordance with Article XIII or Article XIV is subject in the ports of the other Contracting Government to control by officers duly authorized by such Government in so far as this control is directed towards verifying that (a) there is on board a valid certification, (b) that the conditions of the radiotelephone apparatus corresponds substantially with the particulars of that certification, and (c) that there are on board the necessary personnel.

2. In the event of this control giving rise to intervention of any kind, the authorities carrying out the control shall forthwith inform the appropriate authorities of the country to which the vessel belongs of all the circumstances in which intervention is deemed to be necessary.

ARTICLE XVI

Responsibility of the Master and Radiotelephone Operators

The radiotelephone station and all persons designated to perform radiotelephone operating duties shall be under the control of the master. These designated persons and the master shall comply with applicable telecommunication laws and international agreements and with the rules and regulations made pursuant thereto.

ARTICLE XVII

Laws and Regulations

The Contracting Governments undertake to communicate to each other the text of laws, decrees, and regulations promulgated on the various matters within the scope of this Agreement.

ARTICLE XVIII

Amendments

1. Amendment of the Articles of this Agreement shall be by agreement between the Contracting Governments and shall become effective following an exchange of notes between the Contracting Governments indicating that whatever approval may be required constitutionally has been obtained.

2. Notwithstanding paragraph 1 of this Article, amendment or modification of the Technical Regulations annexed to this Agreement may, when agreed upon by the interested agencies of each of the Contracting Governments, be effected by an exchange of diplomatic notes between the Contracting Governments. Any such amendment or modification shall enter into force on the first day of February of the year following the exchange of notes constituting final agreement thereto, provided that an earlier date, but not less than three months from the date of such final agreement, may be specified in the exchange of notes if further delay would adversely affect the safety of vessels subject to this Agreement.

ARTICLE XIX

Termination of Prior Agreement

Upon the coming into force of this Agreement, the Agreement for the Promotion of Safety on the Great Lakes by Means of Radio, signed at Ottawa on February 21, 1952, between the United States of America and Canada,[1] shall terminate and cease to have effect.

ARTICLE XX

Entry into Force

This Agreement shall be ratified and instruments of ratification shall be exchanged at Washington as soon as possible. This Agreement shall come into force one year after the date on which the instruments of ratification are exchanged.[2]

ARTICLE XXI

Termination

1. This Agreement may be terminated by either Contracting Government at any time after the expiration of 5 years from the date on which this Agreement comes into force, except where the Contracting Governments agree to terminate earlier. Termination shall be effected by a notification in writing from either Contracting Government to the other Contracting Government.

2. Termination of this Agreement shall take effect twelve months after the date of such notification.

---

[1] TIAS 2666; 3 UST 4926.
[2] May 6, 1975.

ACCORD ENTRE LES ETATS-UNIS ET LE CANADA
VISANT A ASSURER LA SECURITE SUR LES GRANDS LACS
PAR LA RADIO, 1973

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Canada,

DESIREUX d'assurer par la radio la sauvegarde de la vie humaine et de la propriété sur les Grands lacs de l'Amérique du Nord;

ESTIMANT qu'il convient à cette fin d'établir d'un commun accord les dispositions nécessaires à l'emploi des communications radiotéléphoniques en tant que service de secours, de sécurité et de navigation;

CONSIDERANT que le meilleur moyen d'atteindre ce but réside dans la conclusion d'un Accord par les deux Gouvernements;

Ont convenu des dispositions suivantes:

ARTICLE I

Définitions

Aux fins du présent Accord, sauf disposition expressément contraire:

(a) "Approuvé" ou "Approbation" signifie, en ce qui concerne l'observation des dispositions du présent Accord par les navires du Canada et les navires des Etats-Unis, l'approbation du Canada et des Etats-Unis, et en ce qui concerne les navires des autres pays, l'approbation du Canada ou celle des Etats-Unis;

(b) "Navire" désigne les embarcations et autres appareils artificiels de toute nature, utilisés ou susceptibles d'être utilisés comme moyen de transport sur l'eau, sauf les aéronefs;

(c) "Remorquage" désigne l'action de tirer, de pousser ou de trainer à sa suite un navire ou un objet flottant;

(d) "Grands lacs" désigne toutes les eaux des lacs Ontario, Erié, Huron (y compris la baie Géorgienne), Michigan, Supérieur, les eaux qui les relient entre eux ou qui en sont tributaires, et le fleuve Saint-Laurent, vers l'est, jusqu'à l'extrémité aval de l'écluse Saint-Lambert à Montréal, dans la province de Québec, Canada, mais ne comprend pas les eaux de jonction et tributaires mentionnées dans le Règlement technique;

(e) "Mille" désigne un mille terrestre de 5,280 pieds ou 1,609 mètres;

(f) "Règlement international des radiocommunications" désigne le Règlement des radiocommunications en vigueur qui est annexé à la Convention internationale des télécommunications, ou tout règlement qui l'a remplacé ou qui pourra le remplacer à un moment quelconque de l'avenir;

(g) "Règlement technique" désigne le règlement en vigueur mentionné au paragraphe 2 de l'article III du présent Accord;

(h) "Fréquence de détresse, de sécurité et d'appel" désigne la ou les fréquence(s) de radiotéléphonie désignées à cette fin dans le Règlement technique;

(i) "Signal d'alarme radiotéléphonique" désigne le signal d'alarme automatique prescrit pour la radiotéléphonie par le Règlement international des radiocommunications;

(j) "Auto-alarme radiotéléphonique" désigne un dispositif avertisseur qui peut être déclenché automatiquement par le signal d'alarme radiotéléphonique et qui est conforme au Règlement international de radiocommunications.

ARTICLE II

Buts de l'Accord

Les buts de l'Accord sont les suivants:

(a) Assurer la coopération entre le Canada et les Etats-Unis dans le domaine des règlements et pratiques gouvernementaux en ce qui concerne l'installation, l'utilisation et l'entretien de l'équipement de radiocommunications visant à assurer la sécurité à bord de certaines catégories de navires de toutes nationalités se déplaçant sur les Grands lacs d'Amérique du Nord;

(b) Fournir les plus hautes normes possibles pour l'équipement de radiocommunications et l'équipement connexe destinés à assurer les services de sécurité et de secours ainsi qu'une bonne navigation sur les Grands lacs;

(c) Uniformiser les règlements de radiocommunications visant à assurer la sécurité des navires de toutes nationalités qui se déplacent sur les Grands lacs.

ARTICLE III

Dispositions générales

1. Les Gouvernements contractants s'engagent à offrir leur collaboration pour favoriser la plus grande uniformité possible des normes de l'équipement de radiocommunications et de l'équipement connexe lorsque cette uniformité facilite et améliore la sécurité maritime et l'efficacité de la navigation sur les Grands lacs.

2. Le Règlement technique joint au présent Accord en fait partie intégrante et toute mention du présent Accord est en même temps une mention du Règlement technique, sauf si les termes ou le contexte de la mention excluent le Règlement technique d'une façon évidente.

3. L'Accord s'applique aux navires de tous les pays, ainsi que le prévoit l'article V.

4. Chaque Gouvernement contractant convient que tout navire non soumis au présent Accord et qui est autorisé par ledit Gouvernement à utiliser toute fréquence désignée au présent Accord, sera tenu, pendant qu'il sera sur les Grands lacs, d'utiliser cette fréquence radio de la même manière qu'un navire soumis au présent Accord.

5. Aucune disposition du présent Accord ne pourra empêcher un navire ou une embarcation de sauvetage en détresse d'utiliser tous les moyens disponibles pour attirer l'attention, signaler sa position et obtenir du secours.

ARTICLE IV

Avis à l'Organisation intergouvernementale consultative de la navigation maritime (OMCI)

1. Les Gouvernements contractants s'engagent à aviser le Secrétaire Général de l'OMCI dès l'entrée en vigueur de cet Accord et de toute modification postérieure.

2. Les Gouvernements contractants s'engagent également à déposer auprès du Secrétaire Général de l'OMCI un exemplaire original du Règlement technique joint au présent Accord et toute modification de ce Règlement technique qui peut être approuvée par la suite conformément au paragraphe 2 de l'article XVIII.

ARTICLE V

Application aux navires

Un navire soumis à l'application générale du présent Accord, aux termes du paragraphe 3 de l'article III du présent Accord, et appartenant à l'une des catégories mentionnées aux alinéas a), b) ou c), qui ne font pas partie des exceptions figurant aux alinéas b) et d), spécifiées ci-dessous, doit observer les dispositions du présent Accord et du Règlement technique lorsqu'il se déplace dans les Grands lacs:

(a) Tout navire de 65 pieds de longueur ou plus (mesuré d'une extrémité à l'autre, au-dessus du pont, à l'exclusion de la tonture), sauf si les Gouvernements contractants, en ce qui concerne leurs propres navires, spécifient une dimension plus petite;

(b) Tout navire remorquant un autre navire ou un objet flottant, sauf si:

(i) la longueur maximale du navire qui remorque, d'une extrémité à l'autre, au-dessus du pont, à l'exclusion de la tonture, est inférieure à vingt-six (26) pieds et la longueur ou la largeur du navire remorqué, à l'exclusion de la remorque, est inférieure à soixante-cinq (65) pieds;

(ii) le navire remorqué observe les dispositions du présent Accord et du Règlement technique ci-joint;

(iii) le navire remorqueur et le navire remorqué sont à l'intérieur d'une estacade de billes; ou

(iv) le navire remorqué a été pris dans une situation d'urgence et ni le navire remorqueur ni le navire remorqué ne peuvent observer le présent Accord ni le Règlement technique ci-joint.

(c) Tout navire transportant plus de six passagers contre rétribution;

(d) Un navire n'est pas soumis aux dispositions du présent Accord s'il appartient à l'une des catégories suivantes:

(i) navire de guerre et transport de troupes;

(ii) navire dont le propriétaire et exploitant est un gouvernement et qui ne se livre pas au commerce.

ARTICLE VI

Veille des stations côtières

1. Sous réserve des dispositions du paragraphe 2, chaque Gouvernement contractant s'engage à prendre les moyens nécessaires pour assurer dans les stations côtières une veille continue sur la ou les fréquences de détresse, de sécurité et d'appel.

2. Hors la saison de navigation dans la voie maritime du Saint-Laurent, seules les stations côtières nécessaires pour assurer le service aux navires qui continueront de naviguer dans les eaux ouvertes devront assurer une veille continue.

ARTICLE VII

Opérateurs et services d'écoute des stations de navires

1. Il doit y avoir à bord au moins un opérateur dont la compétence en radiotéléphonie du point de vue de la sécurité sur les Grands lacs a été déclarée conforme aux exigences prévues dans le Règlement technique par chacun des Gouvernements contractants, en ce qui concerne les ressortissants du pays sur les navires de ce pays et les personnes à bord de navires d'autres pays.

2. Parmi les opérateurs ainsi déclarés compétents, le capitaine en désignera un ou plusieurs qui assureront le service de la station radiotéléphonique. Les fonctions des opérateurs ainsi désignés ne se limiteront pas nécessairement aux travaux relatifs à la station radiotéléphonique, mais pourront comprendre toutes les tâches que leur confiera le capitaine.

3. Au moins une personne désignée par le capitaine doit assurer un service d'écoute permanent et efficace sur la ou les fréquence(s) de détresse, de sécurité et d'appel exigée(s) par le Règlement technique. La personne ainsi désignée peut en même temps remplir d'autres fonctions se rapportant à la marche ou à la navigation du navire, à condition que ces autres fonctions ne nuisent pas à l'efficacité du service d'écoute.

4. Nonobstant le paragraphe 3 du présent article, les Gouvernements contractants peuvent exiger que l'écoute permanente soit gardée sur une fréquence autre que les fréquences de détresse, de sécurité et d'appel lorsque le navire se trouve dans les eaux nationales désignées d'un Gouvernement contractant où celui-ci assure la veille de détresse pour le navire.

5. Chaque Gouvernement contractant peut autoriser les navires, pour ce qui a trait à ses propres eaux nationales, à suspendre provisoirement l'écoute permanente exigée au paragraphe 3 ou 4 du présent article, afin d'assurer les communications du service mobile maritime sur d'autres fréquences.

6. Un navire ne doit pas naviguer si l'opérateur radio qualifié exigé au paragraphe 1 du présent article n'est pas à bord. Toutefois, si le navire est privé des services de cet opérateur pendant qu'il fait route, le capitaine doit en avertir les autorités des Gouvernements contractants et suivre les instructions que ces autorités peuvent lui donner. Le capitaine doit avoir un autre opérateur aussitôt que possible.

ARTICLE VIII

Cas de force majeure

Un navire qui n'est pas soumis aux dispositions du présent Accord n'y sera pas astreint en raison du mauvais temps ou pour toute autre cause de force majeure.

ARTICLE IX

Exemptions

1. Chacun des Gouvernements contractants, s'il estime que les conditions du ou des voyages relatives à la sécurité (y compris, mais sans s'y limiter, la régularité, la fréquence et la nature des voyages, ou d'autres circonstances) sont telles que l'application intégrale du présent Accord n'est ni raisonnable ni nécessaire, peut accorder à un navire déterminé une exemption partielle, conditionnelle ou totale pour un ou plusieurs voyages ou pour toute période de temps ne dépassant pas un an à compter de la date d'exemption. Chaque Gouvernement contractant notifiera promptement à l'autre Gouvernement contractant chacune des exemptions accordées, ainsi que les principales conditions qu'elle renferme.

2. Vu que les eaux visées par le présent Accord relèvent de la compétence du Canada ou des Etats-Unis, les exemptions énoncées au paragraphe 1 du présent article ne pourront être accordées que par chacun des Gouvernements contractants, dans le cas des navires de son propre pays et dans celui des navires des autres pays.

ARTICLE X

Installation radiotéléphonique

1. Chaque navire doit, sous réserve des exemptions prévues à l'article IX, être pourvu d'une installation radiotéléphonique en bon état de fonctionnement et reconnue conforme aux prescriptions énoncées dans le Règlement technique.

2. Si l'installation radiotéléphonique cesse d'être en bon état de fonctionnement, le capitaine doit immédiatement user de toute la diligence voulue pour remettre ladite installation en bon état de fonctionnement aussitôt qu'il est possible de le faire. Si l'installation radiotéléphonique tombe en panne pendant que le navire fait route, le capitaine, si c'est possible, doit en aviser les autorités des Gouvernements contractants et doit suivre les instructions de celles-ci.

ARTICLE XI

Journal de bord

Sous réserve des exemptions prévues à l'article IX, tout navire doit tenir un registre de l'utilisation de l'installation radiotéléphonique pour des raisons de sécurité que peut exiger le Règlement technique.

ARTICLE XII

Inspections et visites annuelles

1. En ce qui concerne l'application du présent Accord, les installations radiotéléphoniques de tous les navires soumis aux prescriptions dudit Accord et du Règlement technique feront l'objet d'inspections périodiques. En outre, les installations radiotéléphoniques des navires soumis aux exigences du présent Accord et du Règlement technique qui appartiennent aux pays des Gouvernements contractants, feront l'objet de visites périodiques à raison d'une fois au moins tous les treize mois. Cette visite se fera pendant que le navire est en service ou dans un délai maximum d'un mois avant la date où il est mis en service.

2. L'inspection et la visite des installations radiotéléphoniques doivent être effectuées par des fonctionnaires des Gouvernements contractants en ce qui concerne leurs navires respectifs. Dans le cas des navires appartenant à un autre pays, l'inspection sera confiée à des fonctionnaires du Gouvernement contractant dans le territoire duquel ces navires entreront en premier lieu et par la suite au Gouvernement contractant compétent suivant la position du navire au moins une fois tous les treize mois ou au moment où ledit Gouvernement jugera qu'une inspection est nécessaire.

3. Chaque Gouvernement contractant peut confier l'inspection et la visite des installations radiotéléphoniques, soit à des inspecteurs désignés à cet effet, soit à des organismes reconnus par lui. Dans tous les cas, le Gouvernement contractant intéressé se porte garant de l'intégrité et de l'efficacité de l'inspection et de la visite.

ARTICLE XIII

Certificats et privilèges

1. Si, après avoir procédé à l'inspection ou à la visite requise conformément à l'article XII, le Gouvernement contractant chargé de l'inspection ou de la visite estime que toutes les dispositions utiles du présent Accord ont été observées, y compris toute exemption ou toutes conditions d'exemption approuvées aux termes de l'article IX, il en attestera le fait immédiatement après chaque inspection ou visite de cette nature, soit sur la licence de la station radiotéléphonique du navire, soit au moyen d'un autre document prescrit par le Gouvernement contractant.

2. Le certificat prescrit par le paragraphe 1 du présent article doit être conservé à bord du navire tant que celui-ci est soumis aux dispositions du présent Accord et tenu à la disposition des fonctionnaires autorisés à faire les inspections par les Gouvernements contractants. Les certificats délivrés par les soins d'un Gouvernement contractant seront acceptés par l'autre Gouvernement contractant à toutes les fins visées par le présent Accord.

ARTICLE XIV

Délivrance de certificats par l'autre Gouvernement contractant

Chacun des Gouvernements contractants peut, à la requête de l'autre Gouvernement, faire visiter un navire dont la visite incombe essentiellement au Gouvernement requérant et, s'il estime que les prescriptions du présent Accord sont observées, peut délivrer à ce navire des certificats conformément aux dispositions du présent Accord. Tout certificat ainsi délivré doit porter une déclaration établissant qu'il a été délivré à la requête du Gouvernement qui en a fait la demande. Ce certificat a la même valeur que le certificat délivré conformément à l'article XIII du présent Accord, et doit être reconnu de la même façon.

ARTICLE XV

Contrôle

1. Indépendamment de l'application du présent Accord conformément aux dispositions de l'article V dudit Accord, tout navire tenu aux termes de cet Accord de se faire délivrer un certificat par l'un des Gouvernements contractants, en exécution des articles XIII ou XIV, est soumis dans les ports de l'autre Gouvernement à un contrôle effectué par les agents dûment autorisés de ce Gouvernement dans la mesure où ce contrôle a pour objet de vérifier a) qu'il existe à bord un certificat valable, b) que l'état de l'appareil radiotéléphonique correspond en substance aux indications de ce certificat, et c) que le personnel compétent est présent à bord.

2. Au cas où ce contrôle donnerait lieu à une intervention quelconque, les autorités exerçant ce contrôle devront informer immédiatement les autorités compétentes du pays auquel appartient le navire de toutes les circonstances qui font considérer cette intervention comme nécessaire.

ARTICLE XVI

Responsabilité du capitaine et des opérateurs de radiotéléphone

C'est le capitaine qui est chargé de diriger l'installation radiotéléphonique et toutes les personnes affectées aux opérations radiotéléphoniques. Ces personnes ainsi que le capitaine doivent respecter les lois et les règlements internationaux applicables aux télécommunications ainsi que les règles et les règlements qui en découlent.

ARTICLE XVII

Lois et Règlements

Les Gouvernements contractants s'engagent à se communiquer les textes des lois, décrets et règlements promulgués sur les différents sujets qui entrent dans le cadre du présent Accord.

ARTICLE XVIII

Modifications

1. Toute modification des articles du présent Accord se fera par entente entre les Gouvernements contractants et prendra effet à la suite d'un échange de notes entre les Gouvernements contractants précisant que l'autorisation nécessaire du point de vue du droit constitutionnel a été obtenue de part et d'autre.

2. Nonobstant le paragraphe 1 du présent article, les amendements ou modifications du Règlement technique joint au présent Accord peuvent, si les organismes intéressés de chacun des Gouvernements contractants les approuvent, être effectués par échange de notes diplomatiques entre les Gouvernements contractants. Ces amendements ou modifications doivent entrer en vigueur le premier février de l'année suivant l'échange de notes constituant l'accord définitif, à condition qu'une date antérieure, d'au moins trois mois avant la date de l'accord définitif, soit spécifiée dans l'échange de notes si un autre délai devait nuire à la sécurité des navires soumis au présent Accord.

ARTICLE XIX

Expiration de l'Accord antérieur

Dès l'entrée en vigueur du présent Accord, l'Accord visant à assurer la sécurité sur les Grands lacs par la radio signé à Ottawa le 21 février 1952 par les Etats-Unis d'Amérique et le Canada, doit prendre fin et cesser d'être appliqué.

ARTICLE XX

Entrée en vigueur

Le présent Accord sera ratifié et les instruments de ratification seront échangés à Washington aussitôt que faire se pourra. Il entrera en vigueur un an après la date d'échange des instruments de ratifications.

ARTICLE XXI

Durée et dénonciation

1. Le présent Accord peut être dénoncé par l'un ou l'autre Gouvernement contractant à tout moment après l'expiration d'une période de cinq ans à compter de la date d'entrée en vigueur de l'Accord sauf si les Gouvernements contractants décident d'y mettre fin plus tôt. La dénonciation s'effectuera au moyen d'une notification écrite adressée par l'un des Gouvernements contractants à l'autre.

2. La dénonciation du présent Accord prendra effet douze mois après la date de la notification.

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

DONE in two copies at Ottawa this 26th day of February 1973 in English and French, each language version being equally authentic.

EN FOI DE QUOI, les soussignés, y étant dûment autorisés par leurs gouvernements respectifs, ont signé le présent Accord.

FAIT en deux exemplaires à Ottawa ce 26th jour de février 1973 en langues anglaise et française chaque version faisant également foi.

Adolph W. Schmidt [1]

For the Government of the
United States of America
Pour le Gouvernement des
Etats-Unis d'Amérique

J. Marchand [2]

For the Government of Canada
Pour le Gouvernement du Canada

[1] Adolph W. Schmidt
[2] J. Marchand

TECHNICAL REGULATIONS

Regulation 1

Location and Control of the Radiotelephone Station

Every radiotelephone station shall include one or more transmitters, one or more receivers, one or more sources of electrical energy, associated antennas and control equipment, and shall conform to the following:

(a) The radiotelephone station, exclusive of the antennas and source of electrical energy, shall be located as high as practicable on the vessel, preferably on the bridge, and suitably protected from the harmful effects of water, temperature, electrical and mechanical noise;

(b) The main operating position of the radiotelephone station shall be on the bridge, convenient to the conning position;

(c) Where the radiotelephone station is located elsewhere than on the bridge, provision shall be made for complete operational control of the equipment at that location and at the bridge operating position. However, provision shall be made to take immediate and complete control of the equipment at the bridge operating position;

(d) Provision shall be made for illuminating the operating controls at the main operating position;

(e) Means shall be provided for charging any storage battery used in connection with the radiotelephone station.

Regulation 2

VHF and MF Radiotelephone Equipment

1. Effective January 1, 1975, every vessel shall have equipment complying with Section I of this Regulation.

2. During the interim period between the date this Agreement comes into force and January 1, 1975, every vessel of 500 gross tons or more shall have equipment complying with Sections I and II of this Regulation.

3. During the interim period between the date this Agreement comes into force and January 1, 1975, every vessel of less than 500 gross tons shall have equipment complying with either Section I or II of this Regulation.

Section I - VHF Radiotelephone Equipment operating in the band 156-162 MHz

(a) The frequency 156.8 MHz is the distress, safety and calling frequency in the band 156-162 MHz for all stations of the Maritime Mobile Service in the Great Lakes Area.

(b) The VHF radiotelephone equipment shall comply with the technical characteristics prescribed in the International Radio Regulations for transmitters and receivers using 50 kHz spacing between adjacent channels. Such equipment on vessels of Contracting Governments shall also comply with the technical regulations of the respective countries.

43-377 O - 75 - 61

(c) Notwithstanding paragraph (b) of this Section, above, the Contracting Governments by mutual agreement may establish a date after which all vessels shall comply with the technical characteristics prescribed in the International Radio Regulations for transmitters and receivers using 25 kHz spacing between adjacent channels.

(d) The VHF radiotelephone equipment shall be capable of transmitting and receiving speech on at least the following VHF channels:

Channel 16	- 156.80 MHz	-	Distress, safety and calling
" 6	- 156.30 "	-	Primary intership
" 12	- 156.60 "	-	
" 14	- 156.70 "	-	

Such other frequencies as are required for their service.

Note: The Contracting Governments recognize that the vessel's radiotelephone equipment may be used, in addition, for public correspondence and other purposes, such as the reception of weather broadcasts. Also, other frequencies may be required for vessels entering the Great Lakes via the St. Lawrence River. It is assumed, therefore, that the additional frequency channels for such purposes will be available on individual ships, according to their requirements.

(e) The radiotelephone transmitter shall be capable of delivering at least 15 watts carrier power to the antenna or antennas specified below. In the case of transmitters using 25 kHz spacing between adjacent channels, as may be required under paragraph (c) of this Section, above, provision shall be made to reduce this power readily to 1 watt.

(f) The VHF radiotelephone receiver shall have a sensitivity of at least two microvolts across 50 ohm or equivalent input terminals, for a 20 decibel signal-to-noise ratio.

(g) The associated antennas shall be effective, vertically polarized and located as high as practicable on the masts or superstructure of the vessel. The transmission line shall be effective and, to the extent practicable, shall impose a minimum loss.

Section II - MF Radiotelephone Equipment Operating in the band 2000-2850 kHz

(a) The frequency 2182 kHz is the distress, safety and calling frequency in the band 2000-2850 kHz for all stations of the Maritime Mobile Service in the Great Lakes Area.

(b) The MF radiotelephone equipment shall comply with the technical characteristics prescribed in the International Radio Regulations for transmitters and receivers. Such equipment on vessels of Contracting Governments shall also comply with the technical regulations of the respective countries.

(c) The MF radiotelephone equipment shall be capable of transmitting and receiving speech on at least the following MF channels:

Channel 51 - 2182 kHz - Distress, safety and calling
" 52 - 2003 " - Primary intership

Such other frequencies as are required for their service.

Note: The Contracting Governments recognize that the vessel's radiotelephone equipment may be used, in addition, for public correspondence and other purposes such as the reception of weather broadcasts. It is assumed, therefore, that the additional frequency channels for such purposes will be available on individual ships, according to their requirements.

(d) The MF radiotelephone transmitter shall be capable of delivering, for double sideband emission, at least 50 watts carrier power, or for single sideband at least 100 watts peak envelope power to the antenna or antennas specified in paragraph (e) of this Section.

(e) The associated antenna shall be non-directional and, when practicable, have an efficiency of 23%.

(f) The receiving installation shall be capable of properly energizing a loud speaker when the radio field intensity of the received carrier wave (measured when no modulation is present) is as low as 10 microvolts per meter.

Regulation 3

Trial of Radiotelephone Installation

Each calendar day that a vessel is navigated, unless the normal use of the radiotelephone station demonstrates that the equipment is in proper operating condition for an emergency, a test communication for this purpose shall be made by a properly qualified person. Should the equipment be found by some person other than the master not to be in proper operating condition for an emergency, the master shall be promptly notified thereof.

Regulation 4

Operator Certificate

1. The person whose qualifications for radiotelephone operation for safety purposes on the Great Lakes must be certified, as stated in Article VII of this Agreement, shall possess the following qualifications:

(a) General knowledge of practical radiotelephone operating procedure;

(b) Ability to send correctly and to receive correctly by radiotelephone using the English language; and

(c) Knowledge of the International Radio Regulations and specifically of that part of those Regulations relating to the safety of life.

2. In lieu of the requirements set forth in paragraph 1, above, a person shall be deemed to have the qualifications specified in paragraph 1 of this Regulation, if such person is the holder of a valid operator license or certificate which is the equivalent of, or of a higher class than, the restricted radiotelephone operator's certificate provided, however, that such person can demonstrate to the satisfaction of representatives of either of the Contracting Governments his ability to speak and understand the English language, and provided, further, that nothing in this paragraph shall be construed to change any of the requirements of the domestic law of Canada or the United States with respect to the acceptability of a radio operator license or certificate held by a person not a citizen of Canada or the United States for the operation of a radio station licensed by Canada or the United States.

Regulation 5

Record of Use of Radiotelephone Station for Safety Purposes

1. Each vessel shall have on board a record in appropriate form in which the following entries shall be made by an operator who has been certified as required by Article VII of the Agreement, or by a person on duty listening as required by that Article, or by a licensed or certificated deck officer:

(a) The name, country of registry, and official number of the vessel;

(b) The name and radio certificate number of each operator who has been certified as required by Article VII of this Agreement and designated by the master to operate the radiotelephone station in such a form as to indicate when each such person was actually on board;

(c) The name of the person making the particular entry;

(d) All incidents of an unusual or exceptional nature, including the date and time thereof (Eastern Standard Time), connected with the use of radiotelephone which are of importance to safety, and in particular the substance of all distress calls and distress messages. Entries shall be made as soon as practicable after their observed occurrence, and in the case of distress shall include a statement of the location of the vessel at the time of the incident;

(e) Details of the maintenance, including a record of the charging of any storage batteries which are necessary for the proper operation of the radiotelephone station; and

(f) An entry shall be made each day that a vessel is navigated showing the operating condition of the equipment as determined by either the normal communication or the test communication required by Regulation 3 and showing that, if an improper operating condition was found, the master was properly notified thereof.

2. The record required by paragraph 1 of this Regulation shall be kept at the main radiotelephone operating location on the bridge while the vessel is being navigated. All entries in their original form shall be retained on board the vessel for a period of not less than one month from the date of entry; and for an additional period of not less than eleven months from the date of entry either on board the vessel or elsewhere as determined by the country to which the ship belongs. During this period, this record shall be available for inspection by the officers authorized by the Contracting Governments to make such inspections.

Regulation 6

Reserve Ship Radiotelephone Station or Auxiliary Power Source

The Contracting Governments, each with respect to their own vessels, may require the fitting of a reserve radiotelephone station having an independent source of power, or an auxiliary power source for the main radiotelephone station.

Regulation 7

Coast Station Distress Watch

Each Contracting Government agrees to ensure that necessary arrangements are made for coast stations to maintain an effective continuous aural watch on the radiotelephone distress, safety and calling frequency or frequencies.

REGLEMENT TECHNIQUE

Règle 1

Emplacement et contrôle de l'installation radiotéléphonique

Chaque installation radiotéléphonique doit comprendre un ou plusieurs émetteurs, un ou plusieurs récepteurs, une ou plusieurs sources d'énergie électrique, des antennes associées et un équipement de contrôle, et doit être conforme à ce qui suit:

(a) L'installation radiotéléphonique, à l'exception des antennes et de la source d'énergie électrique, doit être située le plus haut possible sur le navire, de préférence sur la passerelle, et doit être suffisamment protégée des effets nocifs de l'eau, de la température, des bruits électrique et mécanique;

(b) La principale position de travail de l'installation radiotéléphonique doit être sur la passerelle, à un emplacement commode pour l'observation;

(c) Si l'installation radiotéléphonique ne se trouve pas sur la passerelle, il faut prévoir un contrôle opérationnel complet de l'équipement à l'endroit où elle se trouve et à partir de la position de travail sur la passerelle. De toute façon, il faut pouvoir commander immédiatement et complètement l'équipement à partir de la position de travail située sur la passerelle;

(d) Il faut prévoir l'éclairage des dispositifs de commande et de contrôle à la position principale de travail;

(e) Il faut prévoir les moyens permettant de charger les batteries d'accumulateurs utilisés avec l'installation radiotéléphonique.

Règle 2

Equipement radiotéléphonique VHF et MF

1. A partir du 1er janvier 1975, tout navire doit avoir un équipement conforme aux dispositions de la section I du présent Règlement.

2. Pendant la période intérimaire entre la date d'entrée en vigueur du présent Accord et le 1er janvier 1975, tout navire de 500 tonneaux de jauge brute ou plus doit avoir un équipement conforme aux dispositions des sections I et II du présent Règlement.

3. Pendant la période intérimaire entre la date d'entrée en vigueur du présent Accord et le 1er janvier 1975, tout navire de moins de 500 tonneaux de jauge brute doit avoir un équipement conforme aux dispositions de la section I ou de la section II du présent Règlement.

Section I - Equipement radiotéléphonique VHF fonctionnant dans la bande 156-162 MHz

(a) La fréquence 156.8 MHz est la fréquence de détresse, de sécurité et d'appel dans la bande 156-162 MHz pour toutes les stations du Service mobile maritime dans la région des Grands lacs.

(b) L'équipement radiotéléphonique VHF doit avoir les caractéristiques techniques prescrites dans le Règlement international des radiocommunications pour les émetteurs et les récepteurs utilisant un espacement de 50 kHz entre voies adjacentes. Cet équipement sur les navires des Gouvernements contractants doit également respecter les spécifications techniques des pays respectifs.

(c) Nonobstant le paragraphe (b) de la présente section, les Gouvernements contractants, par accord réciproque, peuvent fixer une date après laquelle tous les navires doivent avoir les caractéristiques techniques prescrites dans le Règlement international des radiocommunications pour les émetteurs et les récepteurs utilisant un espacement de 25 kHz entre voies adjacentes.

(d) L'équipement radiotéléphonique VHF doit pouvoir émettre et recevoir en radiotéléphonie sur les voies VHF suivantes:

Voie 16	- 156.80 MHz	-	détresse, sécurité et appel
" 6	- 156.30 "	-	principalement communications de navire à navire
" 12	- 156.70 "	-	
" 14	- 156.70 "	-	

Les autres fréquences que peut exiger leur service.

Note: Les Gouvernements contractants reconnaissent que l'équipement radiotéléphonique d'un navire peut être utilisé, en outre, pour la correspondance publique et à d'autres fins telles que la réception de bulletins météorologiques. D'autres fréquences peuvent également être exigées pour les navires qui entrent dans les Grands lacs par le fleuve Saint-Laurent. Par conséquent, les navires sont censés disposer de fréquences supplémentaires, selon leurs besoins.

(e) L'émetteur radiotéléphonique doit pouvoir fournir une puissance porteuse d'au moins 15 watts à l'antenne ou aux antennes indiquée(s) ci-dessous. Dans le cas d'émetteurs utilisant un espacement de 25 kHz entre voies adjacentes, en application des dispositions du paragraphe (c) de le présent section, il faut pouvoir réduire rapidement cette puissance à 1 watt.

(f) Le récepteur radiotéléphonique VHF doit avoir une sensibilité d'au moins deux microvolts aux bornes d'entrée de 50 ohms ou équivalent, pour un rapport signal/bruit de 20 décibels.

(g) Les antennes associées doivent être efficaces, polarisées verticalement et situées le plus haut possible sur les mâts ou les superstructures du navire. La ligne de transmission doit être efficace et, dans la mesure du possible, la perte doit être minimale.

Section II - Equipement radiotéléphonique MF fonctionnant dans la bande de 2000-2850 kHz

(a) La fréquence 2182 kHz est la fréquence de détresse, de sécurité et d'appel dans la bande 2000-2850 kHz pour toutes les stations du Service maritime mobile dans la région des Grands lacs.

(b) L'équipement radiotéléphonique MF doit avoir les caractéristiques techniques prescrites dans le Règlement international des radiocommunications pour les émetteurs et les récepteurs. Cet équipement sur les navires des Gouvernements contractants doit également être conforme aux spécifications techniques des pays respectifs.

(c) L'équipement radiotéléphonique MF doit pouvoir émettre et recevoir en phonie sur les voies MF suivantes:

Voie 51 - 2182 kHz - détresse, sécurité et appel
" 52 - 2003 " - principalement communications de navire à navire

Les autres fréquences que peut exiger leur service.

Note: Les Gouvernements contractants reconnaissent que l'équipement radiotéléphonique d'un navire peut être utilisé en outre pour la correspondance publique et à d'autres fins telles que la réception de bulletins météorologiques. Par conséquent, les navires sont censés disposer de voies de fréquence supplémentaires, selon leurs besoins.

(d) L'émetteur radiotéléphonique MF doit pouvoir fournir, pour l'émission en bande latérale double, une puissance porteuse d'au moins 50 watts, ou en bande latérale unique une puissance de groupe de crête d'au moins 100 watts à l'antenne ou aux antennes mentionnées au paragraphe (a) du présent section.

(e) L'antenne associée doit être non directionnelle et, lorsque c'est possible, avoir un rendement de 23%.

(f) L'installation réceptrice doit pouvoir faire fonctionner convenablement un haut-parleur même lorsque l'intensité de champ radioélectrique de l'onde porteuse reçue (mesurée en l'absence de modulation) n'est que de 10 microvolts par mètre.

Règle 3

Essai de l'installation radiotéléphonique

A moins que l'emploi régulier de l'installation radiotéléphonique ne montre que le matériel serait en bon état de fonctionnement en cas d'urgence, une communication d'essai doit être effectuée à cette fin par une personne compétente tous les jours où le navire circule. Si une personne autre que le capitaine constate que le matériel ne serait pas en bon état de fonctionnement en cas d'urgence, elle doit en prévenir le capitaine sans retard.

Règle 4

Certificat d'opérateur

1. La personne dont la compétence en radiotéléphonie du point de vue de la sécurité sur les Grands lacs doit être déclarée aux termes de l'article VII du présent Accord, est tenue de posséder les aptitudes suivantes:

(a) La connaissance générale du fonctionnement pratique de la radiotéléphonie;

(b) L'aptitude à la transmission correcte et à la réception correcte en radiotéléphonie, en se servant de la langue anglaise; et

(c) La connaissance du Règlement international des radiocommunications et en particulier de la partie de ce Règlement se rapportant à la sauvegarde de la vie humaine.

2. Par dérogation aux conditions prescrites au paragraphe 1 ci-dessus, une personne est considérée comme possédant les aptitudes énoncées au paragraphe 1 de la présente Règle si elle est titulaire d'une licence ou d'un certificat valable d'opérateur équivalent, ou d'une catégorie supérieure, au certificat restreint de radiotéléphoniste. Toutefois, cette personne doit pouvoir montrer de façon jugée satisfaisante par les représentants de l'un ou l'autre des Gouvernements contractants son aptitude à parler et à comprendre la langue anglaise. En outre, aucune disposition du présent paragraphe ne doit être interprétée de manière à modifier l'une quelconque des prescriptions de la législation nationale du Canada ou des Etats-Unis visant l'acceptabilité de la licence ou du certificat d'opérateur de radio autorisant une personne qui n'est pas ressortissant du Canada ou des Etats-Unis à faire fonctionner une station radio pourvue d'une licence délivrée par le Canada ou les Etats-Unis.

Règle 5

Registre de l'emploi des installations radiotéléphoniques pour des raisons de sécurité

1. Tout navire doit avoir à bord un registre de forme appropriée dans lequel seront portées les inscriptions ci-après par un opérateur déclaré compétent aux termes de l'article VII du présent Accord, ou par une personne assurant le service d'écoute prévu audit article, ou par un officier de pont titulaire d'une licence ou d'un certificat:

(a) Le nom, le pays d'immatriculation et le numéro officiel du navire;

(b) Le nom et le numéro du certificat de radiotéléphoniste de chaque opérateur ayant été déclaré compétent aux termes de l'article VII du présent Accord et désigné par le capitaine pour faire fonctionner l'installation radiotéléphonique, le tout de façon à indiquer le moment où ladite personne était effectivement à bord;

(c) Le nom de la personne qui fait chaque inscription;

(d) Tous les événements de nature anormale ou exceptionnelle, y compris la date et l'heure où ils se sont produits (heure normale de l'Est), se rapportant à l'emploi du radiotéléphone et offrant de l'importance pour la sécurité, et notamment l'essentiel de tous les appels de détresse et messages de détresse. Les inscriptions doivent être faites aussitôt que possible après que l'événement a été observé et, dans les cas de détresse, comprendre un relevé de la position du navire au moment où l'événement est survenu;

(e) Une mention détaillée de l'entretien des batteries d'accumulateurs, y compris leur chargement, nécessaires au bon fonctionnement de l'installation radiotéléphonique; et

(f) Un rapport doit être fait tous les jours où le navire se déplace, qui indique les conditions de fonctionnement de l'équipement déterminées soit par la communication normale, soit par la communication d'essai exigée par la Règle 3 et qui indique que, si est apparue une mauvaise condition de fonctionnement, le capitaine en a été dûment averti.

2. Le registre prescrit par le paragraphe 1 de la présente Règle doit être conservé dans le local principal de radiotéléphonie sur la passerelle pendant que le navire circule. Toutes les mentions doivent demeurer à bord du navire dans leur forme originale pendant une période d'au moins un mois à compter de la date de leur inscription, et pendant une période supplémentaire d'au moins onze mois à compter de la date de leur inscription, soit à bord du navire, soit en un autre lieu désigné par le pays auquel appartient le navire. Durant ladite période, ce registre doit être tenu à la disposition du personnel autorisé par les Gouvernements contractants à en faire l'inspection.

Règle 6

Installation radiotéléphonique de réserve ou source d'énergie auxiliaire

Les Gouvernements contractants, chacun en ce qui concerne ses propres navires, peuvent exiger l'installation d'une installation radiotéléphonique de réserve ayant une source d'énergie indépendante, ou une source d'énergie auxiliaire pour l'installation radiotéléphonique principale.

Règle 7

Veille de détresse de station côtière

Chaque Gouvernement contractant s'engage à assurer que les dispositions nécessaires sont prises pour que les stations côtières gardent une écoute efficace sur la ou les fréquence(s) radiotéléphonique de détresse, de sécurité et d'appel.

[EXCHANGE OF NOTES]

DEPARTMENT OF STATE
WASHINGTON
May 6, 1974

EXCELLENCY:

I have the honor to refer to the Agreement between the United States of America and Canada for Promotion of Safety on the Great Lakes by Means of Radio, 1973, and the Technical Regulations annexed thereto.

Instruments of ratification of the Agreement having been exchanged today, the Agreement will come into force, pursuant to Article XX, on May 6, 1975, one year after the date of exchange of instruments of ratification. Since, under the provisions of the Agreement, the Agreement can no longer enter into force before January 1, 1975, it will not be possible to apply the provisions of paragraphs 2 and 3 of Regulation 2 which relate to an interim period between the date of coming into force of the Agreement and January 1, 1975. Further, it is understood that the effective date of paragraph 1 of Regulation 2 will be May 6, 1975 rather than January 1, 1975.

The Government of the United States would appreciate receiving confirmation that the Government of Canada concurs in the foregoing.

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

KENNETH RUSH

Kenneth Rush
Acting Secretary of State

His Excellency
MARCEL CADIEUX,
Ambassador of Canada.

CANADIAN EMBASSY AMBASSADE DU CANADA

WASHINGTON, D.C. *May 6, 1974*

EXCELLENCY,

I have the honour to refer to your Note of today's date concerning the interpretation of Regulation 2 of the Agreement between Canada and the United States of America for the Promotion of Safety on the Great Lakes by Means of Radio, 1973, and to confirm that Instruments of Ratification of this Agreement having been exchanged today, the

Government of Canada is in agreement with the proposal of the United States Government set forth in your Note of today's date.

Accept, Excellency, the assurances of my highest consideration.

M CADIEUX

M. Cadieux,
Ambassador.

The Honourable KENNETH RUSH,
Acting Secretary of State,
Washington, D.C.

PARAGUAY

Extradition

Treaty signed at Asunción May 24, 1973;
Ratification advised by the Senate of the United States of America October 1, 1973;
Ratified by the President of the United States of America November 21, 1973;
Ratified by Paraguay February 6, 1974;
Ratifications exchanged at Washington May 7, 1974;
Proclaimed by the President of the United States of America June 8, 1974;
Entered into force May 7, 1974.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty on Extradition between the United States of America and the Republic of Paraguay was signed at Asunción on May 24, 1973, the original of which Treaty is hereto annexed;

The Senate of the United States of America by its resolution of October 1, 1973, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on November 21, 1973, in pursuance of the advice and consent of the Senate, and has been duly ratified on the part of the Republic of Paraguay;

The respective instruments of ratification were exchanged at Washington on May 7, 1974;

It is provided in Article 20 of the Treaty that the Treaty shall enter into force on date of the exchange of instruments of ratification;

Now, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Treaty to the end that it shall be observed and fulfilled with good faith on and after May 7,

1974 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

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

RICHARD NIXON

By the President:
HENRY A. KISSINGER
Secretary of State

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

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

ARTICLE 1

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

ARTICLE 2

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

1. Murder or manslaughter.
2. Abortion.
3. Aggravated injury or mutilation; assault.
4. Illegal use of arms.
5. Willful abandonment of a child or spouse when for that reason the life of that child or spouse is or is likely to be endangered or death results.
6. Rape; statutory rape; indecent assault; corruption of minors, including unlawful sexual acts with or upon minors under the age specified by the penal laws of both Contracting Parties.

7. Procuration; promoting or facilitating prostitution.
8. False imprisonment; abduction or child stealing; kidnapping.
9. Robbery or larceny or burglary.
10. Extortion or threats.
11. Bigamy.
12. Fraud; embezzlement or breach of fiduciary relationships; obtaining money, valuable securities or property, by false pretenses or by other fraudulent means including the use of the mails or other means of communication.
13. Unlawful manufacture, use, distribution, supply, acquisition or possession, or theft of bombs, apparatus capable of releasing nuclear energy, explosive or toxic materials, asphyxiating or flammable materials.
14. Offenses that endanger the safety of means of transportation or communication, including any act that endangers any person on a means of transportation.
15. Piracy and any act of mutiny or revolt on board an aircraft or vessel against the authority of the captain or commander of such aircraft or vessel, any seizure or exercise of control, by force or violence or threat of force or violence, of an aircraft or vessel.
16. Offenses against public health.
17. Unlawful introduction or importation, exportation, fabrication, production, preparation, sale, delivery or supply of narcotic drugs, psychotropic drugs, cocaine and its derivatives and other dangerous drugs including cannabis sativa L, and chemicals or substances injurious to health or of primary materials designed for such fabrication.
18. Introduction, export, fabrication, transportation, sale or transmission, use, possession or stockpiling of explosives, offensive chemicals or similar materials, substances or instruments designed for such fabrication, arms, munitions, nuclear elements and other

materials considered war material, other than such acts legally provided for or properly authorized.

19. Bribery, including soliciting, offering and accepting.

20. Malversation.

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

22. Counterfeiting or forgery of money, bank bills, negotiable instruments whether bearer or not, documents of credit, seals, stamps, marks, and public and private instruments.

23. Execution or issuance of checks without sufficient funds.

24. Smuggling.

25. The acquisition, receipt or concealment of money, objects or valuables, knowing the article is the result of a crime.

26. Arson; malicious or willful injury to property.

27. Any offense against the bankruptcy laws.

28. Offenses against the laws relating to the sale or transportation or purchase of securities or agricultural futures.

29. Unlawful interference in any administrative or juridical proceeding by bribing, threatening, or injury by any means, any officer, juror, witness or duly authorized person.

30. Assault upon a public official.

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

If extradition is requested for any offense mentioned in the first or second paragraphs of this Article and that offense is punishable under the laws

43-377 O - 75 - 62

of both Contracting Parties by a term of imprisonment exceeding one year, such offense shall be extraditable whether or not the laws of both Contracting Parties would place that offense within the same category of offenses made extraditable by the first or second paragraphs of this Article and whether or not the laws of the Requested State denominate the offense by the same terminology.

Extradition shall also be granted for any offense against a federal law of the United States in which one of the above-mentioned offenses is a substantial element, even if transporting, transportation, the use of the mails or interstate facilities are also elements of the specific offense.

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

ARTICLE 3

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

When the offense for which extradition has been requested has been committed outside the territory of the Requesting Party, the Requested Party may grant the request provided that the laws of the Requested Party provide for the punishment of such an offense committed in similar circumstances.

ARTICLE 4

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

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

The status of nationality shall be determined by the laws of the Requested Party.

ARTICLE 5

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

1. When the person whose surrender is sought is being proceeded against or has been tried and discharged or punished in the territory of the Requested Party for the offense for which his extradition is requested.
2. When the person whose surrender is sought has been tried and acquitted or has undergone his punishment in a third State for the offense for which his extradition is requested.
3. When the prosecution or the enforcement of the penalty for the offense has become barred by lapse of time according to the laws of either of the Contracting Parties.
4. When the offense for which the extradition is requested is of a political character, or connected with such an offense, or the person whose extradition has been requested proves that the extradition request has been made for the purpose of trying or punishing him for an offense of the above-mentioned character. In either case, the final judgment as to the application of this subparagraph shall rest with the Requested Party.

The provisions of subparagraph 4 of this Article shall not be applicable to the following:

(a) An attempt, whether consummated or not, against the life, the physical integrity or the liberty of the Head of State of either Contracting Party or of a member of the Cabinet of the Government of the United States of America or a Minister of the Government of the Republic of Paraguay or a member of the respective family.

(b) A kidnapping, murder or other assault against the life or physical integrity of a person to whom a Contracting Party has the duty according to international law to give special protection, or any attempt to commit such an offense with respect to any such person.

(c) An offense committed by force or threat of force on board a commercial aircraft carrying passengers in scheduled air services or on a charter basis.

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

ARTICLE 6

When the person whose extradition is requested is, at the time of the presentation of the request for extradition, under the age of 18 years and has permanent residence in the territory of the Requested Party and the competent authorities determine that extradition would prejudice the social readjustment and rehabilitation of that person, the Requested Party may suggest to the Requesting Party that the request for extradition be withdrawn, specifying the reasons therefor.

ARTICLE 7

When the offense for which the extradition is requested is punishable by death under the laws of the Requesting Party, extradition shall be denied unless the Requesting Party provides such assurances as the Requested Party considers sufficient that the death penalty shall not be imposed, or, if imposed, shall not be executed.

ARTICLE 8

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

ARTICLE 9

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

ARTICLE 10

1. The request for extradition shall be made through the diplomatic channel.
2. The request shall be accompanied by:
   (a) A statement of the facts of the case.
   (b) The data necessary to prove the identity of the person whose extradition is sought including, when possible, photographs and fingerprints.
   (c) The text of the applicable laws, including the laws defining the offense, the law prescribing the punishment for the offense and the laws relating to the limitation of the legal proceedings or the enforcement of the legal penalty for the offense.
3. When the request relates to a person who has not yet been convicted, it must be accompanied by a warrant of arrest issued by a judge or other judicial officer of the Requesting Party.

   The Requested Party may require the Requesting Party to produce evidence to establish prima facie that the person claimed has committed the offense for which extradition is requested. The Requested Party may refuse the extradition request if an examination of the case in question shows that the warrant is manifestly ill-founded.

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

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

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

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

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

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

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

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

ARTICLE 11

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

The request for provisional arrest shall be granted if it contains a declaration of the existence of one of the documents enumerated in Article 10, paragraphs 3 and 4, the description of the person sought and the offense for which he has been charged.

If, within forty-five calendar days from the date of provisional arrest, the Requesting Party fails to present the formal request for extradition to the Ministry of Foreign Relations in a request emanating from the United States of America or to the Department of State in a request emanating from the Republic of Paraguay, supported by the documents required by Article 10, the person claimed shall be released and a new request based on the same offense shall be admitted only if a formal request for extradition is presented with all the requirements enumerated in Article 10.

ARTICLE 12

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

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

ARTICLE 13

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

1. Upon being released, he remains in the territory of the Requesting Party for more than thirty days counting from the date his release was granted;
2. He has left the territory of the Requesting Party after his extradition and has voluntarily returned to it; or
3. The Requested Party has consented to his detention, trial or

punishment for an offense other than that for which extradition was granted or has consented to his extradition to a third State provided such other offense is included in Article 2 of this Treaty.

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

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

ARTICLE 14

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

ARTICLE 15

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

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

ARTICLE 16

To the extent permitted under the law of the Requested Party and subject to the rights of third Parties, which shall be duly respected, all articles, objects of value or documents relating to the offense, whether acquired as a result of the offense or used for its execution, or which in any other manner

may be material evidence for the prosecution, shall, if found, be surrendered upon the granting of the extradition even when extradition cannot be effected due to the death or disappearance of the accused.

ARTICLE 17

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

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

ARTICLE 18

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

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

ARTICLE 19

This Treaty shall apply to offenses specified in Article 2 committed before as well as after the date this Treaty enters into force, provided that no extradition shall be granted for an offense committed before the date this Treaty enters into force which was not an offense under the laws of both Contracting Parties at the time of its commission.

ARTICLE 20

This Treaty shall be subject to ratification and shall enter into force the day of the exchange of the instruments of ratification which will take place in Washington.

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

This Treaty shall terminate and supersede the Extradition Treaty between the United States of America and the Republic of Paraguay done at Asunción on March 26, 1913. [1]

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

DONE in duplicate, in the English and Spanish languages, both equally authentic, at the City of Asunción, this twenty-fourth day of May, one thousand nine hundred seventy-three.

FOR THE UNITED STATES OF AMERICA:

George W. Landau
Ambassador Extraordinary and
Plenipotentiary

FOR THE REPUBLIC OF PARAGUAY:

Raúl Sapena Pastor
Minister of Foreign Relations

TRATADO DE EXTRADICION ENTRE LOS ESTADOS UNIDOS DE AMERICA Y LA REPUBLICA DEL PARAGUAY

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

ARTICULO 1

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

ARTICULO 2

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

1.- Homicidio.

2.- Aborto.

3.- Lesiones o mutilaciones graves; asalto.

4.- Uso ilegítimo de armas.

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

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

7.- Proxenetismo, promoción y facilitación de la prostitución.

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

9.- Hurto o robo.

10.- Extorsión y amenazas.

11.- Bigamia.

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

13.- Fabricación, uso, distribución, suministro, adquisición o posesión ilegítima o sustracción de bombas, aparatos capaces de liberar energía nuclear, materias explosivas o tóxicas, asfixiantes o inflamables.

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

15.- Piratería y cualquier acto de apoderamiento o ejercicio de control y el motín o rebelión contra la autoridad del capitán o comandante a bordo de un avión o nave, cometida con fuerza, violencia, intimidación o amenaza.

16.- Delitos contra la salud pública.

17.- Introducción, exportación, fabricación, producción, elaboración, venta, entrega o suministro con destino ilegítimo o sin la autorización pertinente de estupefacientes o de materias primas destinadas a su fabricación, especialmente el cannabis sativa L, heroína, cocaína y drogas sicotrópicas.

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

19.- Cohecho.

20.- Malversación de caudales públicos.

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

22.- Falsificación de moneda, billetes de banco, bonos, acciones, títulos de cualquier clase, documentos de créditos, sellos, timbres, marcas e instrumentos públicos y privados.

23.- Emisión de cheques sin provisión de fondos.

24.- Contrabando.

25.- Adquisición, recepción u ocultamiento de dinero, cosas o bienes que se sabe provenientes de un delito.

26.- Incendio y daños intencionales.

27.- Quiebra fraudulenta.

28.- Delitos contra las leyes relacionadas con la venta o el transporte o la compra de valores, incluyendo títulos o acciones.

29.- Interferencia ilegal en cualquier procedimiento administrativo o judicial mediante cohecho, amenazas o daños contra cualquier autoridad, funcionario, jurado o testigo.

30.- Atentado contra la autoridad.

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

Si se solicita la extradición por cualquiera de los delitos incluidos en el primero o segundo párrafo de este Artículo, y dicho delito es punible, según la legislación de ambas Partes Contratantes, con una pena privativa de libertad superior a un año, la extradición será procedente aunque las leyes de ambas Partes no consideren incluído el delito en la misma categoría de la lista o aunque no lo designen con la misma terminología.

También se concederá la extradición en virtud de cualquier delito violatorio de una ley federal de los Estados Unidos en la que uno de los delitos arriba mencionados constituya un elemento sustancial, aún si el transporte, el uso del correo o medios, servicios o instalaciones interestatales tienen la calidad de elementos integrantes del delito específico.

En los casos en que ya exista condena firme al tiempo de solicitarse la extradi

ción, ésta se concederá únicamente si la pena dictada o que quede por cumplir es de un año de prisión, como mínimo.

ARTICULO 3

A los efectos de este Tratado, el territorio de una de las Partes Contratantes comprende el territorio, el espacio aéreo y las aguas territoriales sometidas a su jurisdicción, así como los buques y aeronaves matriculados en ella cuando se encuentren en vuelo o en alta mar en el momento de cometerse el delito. Se considerará que una aeronave está en vuelo desde el momento en que se aplique la fuerza motríz para despegar hasta que termine el recorrido del aterrizaje. Lo establecido precedentemente no excluye la aplicación de la jurisdicción penal ejercida de acuerdo con la legislación de la Parte requerida.

Cuando el delito que motiva el pedido de extradición haya sido cometido fuera del territorio de la Parte requirente, la Parte requerida podrá acceder al pedido siempre que se trate de un delito que sus propias leyes sometan a la jurisdicción de sus tribunales, cuando hubiese sido cometido en circunstancias similares.

ARTICULO 4

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

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

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

ARTICULO 5

No se concederá la extradición en ninguna de las siguientes circunstancias:

1.- Cuando la persona cuya entrega se gestiona ya hubiera sido juzgada y condenada o absuelta o estuviere siendo juzgada en el territorio de la Parte requerida por el delito por el cual se solicita la extradición.

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

3.- Cuando la acción o la pena haya prescrito según las leyes de la Parte requerida o requirente.

4.- Cuando se trate de un delito de carácter político o conexo con el mismo o la persona requerida pruebe que la extradición es solicitada con el propósito de ser procesada o castigada por un delito de tal carácter. En todo caso la calificación final la hará la Parte requerida. Lo dispuesto en el apartado 4 de este Artículo no se aplicará a lo siguiente:

a) Al atentado, consumado o no, contra la vida o la integridad física o la libertad del Jefe de Estado de cualquier Parte Contratante o de un miembro del Gabinete del Gobierno de los Estados Unidos de América o de un Ministro del Gobierno de la República del Paraguay o de un integrante de sus respectivas familias.

b) Al secuestro, homicidio o agresión contra la vida o la integridad física de una persona a la cual una Parte Contratante tiene la obligación de conformidad con el derecho internacional, de darle protección especial, o la tentativa de realizar tales actos.

c) Al delito cometido mediante fuerza, violencia, intimidación o amenaza a bordo de una aeronave comercial de pasajeros en servicios regulares o en vuelos fletados.

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

ARTICULO 6

Cuando la persona reclamada, en el momento de presentarse la solicitud de ex

tradición, fuera menor de 18 años, tuviera residencia permanente en el territorio de la Parte requerida y las autoridades competentes estimaren que la extradición puede perjudicar la readaptación social y rehabilitación del reclamado, la Parte requerida podrá sugerir, con los fundamentos del caso, que se retire la solicitud.

ARTICULO 7

Cuando el delito por el cual se pide la extradición pueda ser castigado con la pena de muerte según las leyes de la Parte requirente, la extradición será denegada a no ser que la Parte requirente ofrezca garantías, consideradas suficientes por la Parte requerida, de que no se impondrá la pena de muerte o de que si se impone, no será ejecutada.

ARTICULO 8

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

ARTICULO 9

La decisión por la cual se concederá o nó la extradición se tomará de acuerdo con las disposiciones de este Tratado y las leyes de la Parte requerida. La persona reclamada tendrá derecho a utilizar los recursos previstos por la legislación de la Parte requerida.

ARTICULO 10

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

2.- Dicha solicitud deberá ir acompañada de:

a) La relación circunstanciada del hecho incriminado.

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

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

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

La Parte requerida podrá solicitar que la requirente presente pruebas suficientes para establecer "Prima facie" que la persona reclamada ha cometido el delito por el cual la extradición se formula. La Parte requerida puede denegar la extradición si un exámen del caso demuestra que la orden de arresto es manifiestamente infundada.

4.- Cuando el requerimiento se refiere a una persona que ya ha sido condenada, deberá ir acompañado:

a) Si procede de los Estados Unidos de América, de una copia de la declaración de culpabilidad y de la sentencia, en el caso que ésta ya hubiera sido dictada.

b) Si procede de la República del Paraguay, de una copia de la sentencia dictada.

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

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

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

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

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

43-377 O - 75 - 63

quirente.

ARTICULO 11

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

Este pedido será atendido cuando contenga la declaración de la existencia de uno de los documentos enumerados en los apartados 3 y 4 del Artículo 10, los datos de identificación de la persona reclamada y mención del delito que se le imputa.

En ese caso, si dentro de un plazo máximo de cuarenta y cinco días contados desde la fecha de su detención provisional la Parte requirente no presentara el pedido formal de extradición al Ministerio de Relaciones Exteriores, en el caso de proceder de los Estados Unidos de América, o al Departamento de Estado, en el caso de proceder de la República del Paraguay, acompañado de los documentos citados en el Artículo 10, la persona reclamada será puesta en libertad, y sólo se admitirá un nuevo pedido por el mismo hecho si se introduce una solicitud formal de extradición con todos los recaudos exigidos por el Artículo 10.

ARTICULO 12

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

Si la persona reclamada estuviera bajo detención, y la información adicional presentada en la forma precitada no bastara o si la misma no fuera recibida dentro del plazo especificado por la Parte requerida, dicha persona será puesta en libertad. Esta liberación

no impedirá a la Parte requirente presentar otro pedido en debida forma con respecto al mismo o a cualquier otro delito.

ARTICULO 13

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

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

2.- Cuando haya abandonado el territorio de la Parte requirente después de su extradición y voluntariamente haya vuelto a él.

3.- Cuando la Parte requerida hubiera permitido su detención, juicio o condena por un delito distinto de aquel por el cual se concedió la extradición o consentido su extradición a un tercer Estado, siempre que dicho delito esté comprendido en el Artículo 2 del presente Tratado.

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

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

ARTICULO 14

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

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

ARTICULO 15

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

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

ARTICULO 16

Dentro del límite permitido por las leyes de la Parte requerida y salvo el mejor derecho de terceros, que será debidamente respetado, todos los objetos, valores o documentos concernientes al delito, sea que provengan del hecho o que hubiesen servido para su ejecución o que de cualquier otro modo revistiesen el carácter de piezas de convicción, si se encuentran serán entregados, a la Parte requirente, aún cuando, una vez concedida la extradición, ésta no pueda hacerse efectiva por razón de la muerte o desaparición del inculpado.

ARTICULO 17

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

La Parte requirente reembolsará al Estado de tránsito los gastos que ha debido

efectuar con motivo del transporte de la persona reclamada.

ARTICULO 18

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

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

ARTICULO 19

Este Tratado cubre los delitos especificados en el Artículo 2, cometidos tanto antes como después de la fecha de entrada en vigor del mismo, exceptuándose los casos de los delitos cometidos con anterioridad a este Tratado y que en la fecha de su comisión no tenían el carácter de delito en la legislación de las Partes Contratantes.

ARTICULO 20

Este Tratado está sujeto a ratificación y entrará en vigor el día del Canje de los Instrumentos de Ratificación que se realizará en Washington.

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

Este Tratado terminará y reemplazará el Tratado de Extradición entre los Estados Unidos de América y la República del Paraguay firmado en Asunción el 26 de marzo de 1913.

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

HECHO en duplicado, en los idiomas inglés y español, ambos igualmente auténticos, en la Ciudad de Asunción, a los veinticuatro días del mes de mayo del año mil novecientos setenta y tres.

POR LOS ESTADOS UNIDOS DE AMERICA

GEORGE W. LANDAU
Embajador Extraordinario y Plenipotenciario

POR LA REPUBLICA DEL PARAGUAY

RAUL SAPENA PASTOR
Ministro de Relaciones Exteriores

MULTILATERAL

General Agreement on Tariffs and Trade

Declaration on the provisional accession of the Philippines to the agreement of October 30, 1947.
Done at Geneva August 9, 1973;
Effective with respect to the United States of America and the Philippines September 9, 1973.

GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

DECLARATION ON THE PROVISIONAL ACCESSION OF THE PHILIPPINES TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

DECLARATION CONCERNANT L'ACCESSION PROVISOIRE DES PHILIPPINES A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

9 August 1973
Geneva

Declaration on the Provisional Accession of the Philippines

The Government of the Philippines and the other governments on behalf of which this Declaration has been accepted (the latter governments being hereinafter referred to as the "participating governments") and the European Economic Community,

CONSIDERING that the Government of the Philippines on 14 February 1973 made a formal request to accede provisionally to the General Agreement on Tariffs and Trade [1] (hereinafter referred to as the "General Agreement") and that the Government of the Philippines will be prepared to conduct the tariff negotiations with contracting parties, which it is considered should precede accession under Article XXXIII, during the multilateral trade negotiations to be started in September 1973.

CONSIDERING the desirability of the Philippines being invited to accede provisionally to the General Agreement as a step towards its eventual accession pursuant to Article XXXIII,

1. DECLARE that, pending the accession of the Philippines to the General Agreement under the provisions of Article XXXIII, which will be preceded by the conclusion of tariff negotiations with contracting parties to the General Agreement within the context of the multilateral trade negotiations, the commercial relations between the participating governments and the European Economic Community and the Philippines shall be based upon the General Agreement, subject to the following conditions:

(a) The Government of the Philippines shall apply provisionally and subject to the provisions of this Declaration (i) Parts I, III and IV of the General Agreement, and (ii) Part II of the General Agreement to the fullest extent not inconsistent with its legislation existing on the date of this Declaration; the obligations incorporated in paragraph 1 of Article I of the General Agreement by reference to Article III thereof and those incorporated in paragraph 2(b) of Article II by reference to Article VI shall be considered as falling within Part II of the General Agreement for the purpose of this paragraph;

(b) While the Philippines under the most-favoured-nation provisions of Article I of the General Agreement will receive the benefit of the concessions contained in the schedules annexed to the General Agreement, it shall not have any direct rights with respect to those concessions either under the provisions of Article II or under the provisions of any other Article of the General Agreement;

(c) In each case in which paragraph 6 of Article V, sub-paragraph 4(d) of Article VII, and sub-paragraph 3(c) of Article X of the General Agreement, refer to the date of that Agreement, the applicable date in respect of the Philippines shall be the date of this Declaration;

[1] TIAS 1700; 61 Stat., pts. 5 and 6.

(d) The provisions of the General Agreement to be applied by the Philippines shall be those contained in the text annexed to the Final Act of the second session of the Preparatory Committee of the United Nations Conference on Trade and Employment as rectified, amended, supplemented, or otherwise modified by such instruments as may have become effective by the date of this Declaration.

2. REQUEST the CONTRACTING PARTIES to the General Agreement (hereinafter referred to as the "CONTRACTING PARTIES") to perform such functions as are necessary for the implementation of this Declaration.

3. This Declaration, which has been approved by the CONTRACTING PARTIES by a two-thirds majority, shall be deposited with the Director-General to the CONTRACTING PARTIES. It shall be open for acceptance, by signature or otherwise, by the Philippines, by contracting parties to the General Agreement, by any governments which shall have acceded provisionally to the General Agreement and by the European Economic Community.

4. This Declaration shall become effective between the Philippines and any participating government and the European Economic Community on the thirtieth day following the day upon which it shall have been accepted on behalf of both the Philippines and that government [1] and the European Economic Community; it shall remain in force until the Government of the Philippines accedes to the General Agreement under the provisions of Article XXXIII thereof or until 31 December 1975, whichever date is earlier, unless it has been agreed between the Philippines and the participating governments and the European Economic Community to extend its validity to a later date.

5. The Director-General to the CONTRACTING PARTIES shall promptly furnish a certified copy of this Declaration, and a notification of each acceptance thereof, to each government to which this Declaration is open for acceptance and to the European Economic Community.

DONE at Geneva this ninth day of August one thousand nine hundred and seventy-three in a single copy in the French and English languages, both texts authentic.

Déclaration Concernant l'Accession Provisoire des Philippines

Le gouvernement des Philippines et les autres gouvernements (ci-après dénommés "les gouvernements participants") au nom desquels la présente Déclaration a été acceptée, ainsi que la Communauté économique européenne,

[1] Accepted by the United States and the Philippines Aug. 10, 1973; effective with respect to the United States and the Philippines Sept. 9, 1973.

CONSIDÉRANT que le gouvernement des Philippines a présenté le 14 février 1973 une demande formelle d'accession provisoire à l'Accord général sur les tarifs douaniers et le commerce (ci-après dénommé l'"Accord général"), et que ledit gouvernement est prêt à procéder avec les parties contractantes aux négociations tarifaires qui devraient précéder son accession aux termes de l'article XXXIII pendant les négociations commerciales multilatérales qui doivent s'ouvrir en septembre 1973,

CONSIDÉRANT qu'il est souhaitable d'inviter les Philippines à accéder provisoirement à l'Accord général en vue de préparer son accession définitive conformément aux dispositions de l'article XXXIII,

1. DÉCLARENT qu'en attendant l'accession des Philippines à l'Accord général conformément aux dispositions de l'article XXXIII, qui suivra la conclusion, dans le cadre des négociations commerciales multilatérales de négociations tarifaires avec les parties contractantes à l'Accord général, les relations commerciales entre les gouvernements participants ainsi que la Communauté économique européenne et les Philippines seront fondées sur l'Accord général, sous réserve des conditions suivantes:

a) Le gouvernement des Philippines appliquera provisoirement et sous réserve des dispositions de la présente Déclaration i) les parties I, III et IV de l'Accord général et ii) la partie II de l'Accord général dans toute la mesure compatible avec sa législation à la date de la présente Déclaration; les obligations que comporte le paragraphe 1 de l'article premier de l'Accord général, par référence à l'article III dudit Accord général, et celles que comporte le paragraphe 2, alinéa b) de l'article II, par référence à l'article VI, seront considérées, aux fins du présent alinéa, comme relevant de la partie II de l'Accord général;

b) Les Philippines jouiront, en vertu de la clause de la nation la plus favorisée inscrite dans l'article premier de l'Accord général, des concessions reprises dans les listes annexées à l'Accord général; toutefois, elles n'auront aucun droit direct en ce qui concerne ces concessions, ni au titre de l'article II, ni au titre d'aucune autre disposition de l'Accord général;

c) Dans tous les cas où il est fait référence à la date de l'Accord général dans le paragraphe 6 de l'article V, dans l'alinéa d) du paragraphe 4 de l'article VII et dans l'alinéa c) du paragraphe 3 de l'article X, la date applicable à l'égard des Philippines sera celle de la présente Déclaration;

d) Les dispositions de l'Accord général que devront appliquer les Philippines sont celles du texte annexé à l'acte final de la deuxième session de la Commission préparatoire de la Conférence des Nations Unies sur le commerce et l'emploi, tel qu'il a été rectifié, amendé, complété ou autrement modifié par les instruments en vigueur à la date de la présente Déclaration.

2. DEMANDENT aux PARTIES CONTRACTANTES à l'Accord général (ci-après dénommées les "PARTIES CONTRACTANTES") d'exercer les fonctions nécessaires pour la mise en oeuvre de la présente Déclaration.

3. La présente Déclaration, qui a été adoptée par les PARTIES CONTRACTANTES à la majorité des deux tiers, sera déposée auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général. Elle sera ouverte à l'acceptation, par signature ou autrement, des Philippines, des parties contractantes à l'Accord général, de tout gouvernement qui aura accédé à titre provisoire audit Accord et de la Communauté économique européenne.

4. La présente Déclaration prendra effet, entre les Philippines et tout gouvernement participant ou la Communauté économique européenne, le trentième jour qui suivra celui où elle aura été acceptée au nom des Philippines et au nom dudit gouvernement ou de la Communauté économique européenne; elle restera en vigueur jusqu'à ce que le gouvernement des Philippines accède à l'Accord général conformément aux dispositions de l'article XXXIII dudit Accord ou jusqu'au 31 décembre 1975 si, à cette date, l'accession n'est pas intervenue, à moins que les Philippines et les gouvernements participants et la Communauté éeonomique européenne ne conviennent d'en proroger la validité.

5. Le Directeur général des PARTIES CONTRACTANTES fera promptement tenir copie certifiée conforme de la présente Déclaration et notification de toute acceptation à chacun des gouvernements auxquels la présente Déclaration est ouverte pour acceptation et à la Communauté éeonomique européenne.

FAIT à Genève, le neuf août mil neuf cent soixante-treize, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi.

For the Argentine Republic:	*Pour la République Argentine:*
For the Commonwealth of Australia:	*Pour le Commonwealth d'Australie:*
For the Republic of Austria:	*Pour la République d'Autriche:*
For the People's Republic of Bangladesh:	*Pour la République populaire de Bangladesh:*
For Barbados:	*Pour la Barbade:*
For the Kingdom of Belgium:	*Pour le Royaume de Belgique:*
For the Federative Republic of Brazil:	*Pour la République fédérative du Brésil:*
For the Union of Burma:	*Pour l'Union birmane:*
For the Republic of Burundi:	*Pour la République du Burundi:*
For the Federal Republic of Cameroon:	*Pour la République fédérale du Cameroun:*
For Canada:	*Pour le Canada:*
For the Central African Republic:	*Pour la République centrafricaine:*

For the Republic of Chad:	*Pour la République du Tchad:*
For the Republic of Chile:	*Pour la République du Chili:*
For the People's Republic of the Congo:	*Pour la République populaire du Congo:*
For the Republic of Cuba:	*Pour la République de Cuba:*
For the Republic of Cyprus:	*Pour la République de Chypre:*
For the Czechoslovak Socialist Republic:	*Pour la République socialiste tchécoslovaque:*
For the Republic of Dahomey:	*Pour la République du Dahomey:*
For the Kingdom of Denmark:	*Pour le Royaume du Denemark:*
For the Dominican Republic:	*Pour la République Dominicaine:*
For the Arab Republic of Egypt:	*Pour la République arabe d'Egypte:*
For the Republic of Finland:	*Pour la République de Finlande:*
For the French Republic:	*Pour la République française:*
For the Gabonese Republic:	*Pour la République gabonaise:*
For the Republic of the Gambia:	*Pour la République de Gambie:*
For the Federal Republic of Germany:	*Pour la République fédérale d'Allemagne:*
For the Republic of Ghana:	*Pour la République du Ghana:*
For the Kingdom of Greece:	*Pour le Royaume de Grèce:*
For the Republic of Guyana:	*Pour la République de Guyane:*
For the Republic of Haiti:	*Pour la République d'Haïti:*
For the Hungarian People's Republic:	*Pour la République populaire hongroise:*
For the Republic of Iceland:	*Pour le République d'Islande:*
For the Republic of India:	*Pour la République de l'Inde:*
For the Republic of Indonesia:	*Pour la République d'Indonésie:*
For Ireland:	*Pour l'Irlande:*
For the State of Israel:	*Pour l'État d'Israël:*
For the Italian Republic:	*Pour la République italienne:*
For the Republic of the Ivory Coast:	*Pour la République de Côte d'Ivoire:*
For Jamaica:	*Pour la Jamaïque:*
For Japan:	*Pour le Japon:*
For the Republic of Kenya:	*Pour la République du Kenya:*
For the Republic of Korea:	*Pour la République de Corée:*
For the State of Kuwait:	*Pour l'État du Koweït:*
For the Grand Duchy of Luxemburg:	*Pour le Grand-Duché de Luxembourg:*
For the Malagasy Republic:	*Pour la République malgache:*
For the Republic of Malawi:	*Pour la République du Malawi:*
For Malaysia:	*Pour la Malaisie:*
For Malta:	*Pour Malte:*
For the Islamic Republic of Mauritania:	*Pour la République islamique de Mauritanie:*

For Mauritius:	*Pour Maurice:*
For the Kingdom of the Netherlands:	*Pour le Royaume des Pays-Bas:*
For New Zealand:	*Pour la Nouvelle-Zélande:*
For the Republic of Nicaragua:	*Pour la République du Nicaragua:*
For the Republic of the Niger:	*Pour la République du Niger:*
For the Federal Republic of Nigeria:	*Pour la République fédérale du Nigéria:*
For the Kingdom of Norway:	*Pour le Royaume de Norvège:*
For Pakistan:	*Pour le Pakistan:*
For the Republic of Peru:	*Pour la République du Pérou:*
For the Polish People's Republic:	*Pour la République populaire de Pologne:*
For the Portuguese Republic:	*Pour la République portugaise:*
For Southern Rhodesia:	*Pour la Rhodésie du Sud:*
For the Socialist Republic of Romania:	*Pour la République socialiste de Roumanie:*
For the Rwandese Republic:	*Pour la République rwandaise:*
For the Republic of Senegal:	*Pour la République du Sénégal:*
For the Republic of Sierra Leone:	*Pour la République de Sierra Leone:*
For the Republic of South Africa:	*Pour la République sud-africaine:*
For the Spanish State:	*Pour l'État espagnol:*
For the Republic of Sri Lanka:	*Pour la République de Sri Lanka:*
For the Kingdom of Sweden:	*Pour le Royaume de Suède:*
For the Swiss Confederation:	*Pour la Confédération suisse:*
For the United Republic of Tanzania:	*Pour la République-Unie de Tanzanie:*
For the Togolese Republic:	*Pour la République togolaise:*
For Trinidad and Tobago:	*Pour la Trinité-et-Tobago:*
For the Republic of Tunisia:	*Pour la République tunisienne:*
For the Republic of Turkey:	*Pour la République turque:*
For the Republic of Uganda:	*Pour la République de l'Ouganda:*
For the United Kingdom of Great Britain and Northern Ireland:	*Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:*
For the United States of America:	*Pour les États-Unis d'Amérique:*

WILLIAM K. MILLER
10 August 1973

For the Republic of the Upper Volta:	*Pour la République de Haute-Volta:*
For the Eastern Republic of Uruguay:	*Pour la République orientale de l'Uruguay:*
For the Socialist Federal Republic of Yugoslavia:	*Pour la République fédérative socialiste de Yougoslavie:*

For the Republic of Zaire:
For the European Economic Community:
For the Republic of the Philippines:

Pour la République du Zaïre:
Pour la Communauté économique européenne:
Pour la République des Philippines:

H. J. BRILLANTES
10 August 1973

I hereby certify that the foregoing text is a true copy of the Declaration on the Provisional Accession of the Philippines, done at Geneva on 9 August 1973, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme de la Déclaration concernant l'Accession provisoire des Philippines, établie à Genève le 9 août 1973, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

O. LONG

Director-General
Geneva

Directeur général
Genève

MULTILATERAL

International Trade in Textiles

Arrangement done at Geneva December 20, 1973;
Entered into force, except for article 2, paragraphs 2, 3 and 4, January 1, 1974; entered into force with respect to article 2, paragraphs 2, 3 and 4 April 1, 1974.

ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

ARRANGEMENT CONCERNANT LE COMMERCE INTERNATIONAL DES TEXTILES

ACUERDO RELATIVO AL COMERCIO INTERNACIONAL DE LOS TEXTILES

GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

ACUERDO GENERAL SOBRE ARANCELES ADUANEROS Y COMERCIO

20 December 1973

Geneva

ARRANGEMENT REGARDING INTERNATIONAL TRADE IN TEXTILES

PREAMBLE

Recognizing the great importance of production and trade in textile products of wool, man-made fibres and cotton for the economies of many countries, and their particular importance for the economic and social development of developing countries and for the expansion and diversification of their export earnings, and conscious also of the special importance of trade in textile products of cotton for many developing countries;

Recognizing further the tendency for an unsatisfactory situation to exist in world trade in textile products and that this situation, if not satisfactorily dealt with, could work to the detriment of countries participating in trade in textile products, whether as importers or exporters, or both, adversely affect prospects for international co-operation in the trade field, and have unfortunate repercussions on trade relations generally;

Noting that this unsatisfactory situation is characterized by the proliferation of restrictive measures, including discriminatory measures, that are inconsistent with the principles of the General Agreement on Tariffs and Trade[*] and also that, in some importing countries, situations have arisen which, in the view of these countries, cause or threaten to cause disruption of their domestic markets;

Desiring to take co-operative and constructive action, within a multilateral framework, so as to deal with the situation in such a way as to promote on a sound basis the development of production and expansion of trade in textile products and progressively to achieve the reduction of trade barriers and the liberalization of world trade in these products;

Recognizing that, in pursuit of such action, the volatile and continually evolving nature of production and trade in textile products should be constantly borne in mind and the fullest account taken of such serious economic and social problems as exist in this field in both importing and exporting countries, and particularly in the developing countries;

*TIAS 1700; 61 Stat., pts. 5 and 6.

43-377 O - 75 - 64

Recognizing further that such action should be designed to facilitate economic expansion and to promote the development of developing countries possessing the necessary resources, such as materials and technical skills, by providing larger opportunities for such countries, including countries that are, or that may shortly become, new entrants in the field of textile exports to increase their exchange earnings from the sale in world markets of products which they can efficiently produce;

Recognizing that future harmonious development of trade in textiles particularly having regard to the needs of developing countries, also depends importantly upon matters outside the scope of this Arrangement, and that such factors in this respect include progress leading both to the reduction of tariffs and to the maintenance and improvement of schemes of generalized preferences, in accordance with the Tokyo Declaration;

Determined to have full regard to the principles and objectives of the General Agreement on Tariffs and Trade (hereinafter referred to as the GATT) and, in carrying out the aims of this Arrangement, effectively to implement the principles and objectives agreed upon in the Tokyo Declaration of Ministers dated 14 September 1973 concerning the Multilateral Trade Negotiations; [*]

THE PARTIES TO THIS ARRANGEMENT have agreed as follows:

Article 1

1. It may be desirable during the next few years for special practical measures of international co-operation to be applied by the participating countries[1] in the field of textiles with the aim of eliminating the difficulties that exist in this field.

2. The basic objectives shall be to achieve the expansion of trade, the reduction of barriers to such trade and the progressive liberalization of world trade in textile products, while at the same time ensuring the orderly and equitable development of this trade and avoidance of disruptive effects in individual markets and on individual lines of production in both importing and exporting countries. In the case of those countries having small markets, an exceptionally high level of imports and a correspondingly low level of domestic production, account should be taken of the avoidance of damage to those countries' minimum viable production of textiles.

3. A principal aim in the implementation of this Arrangement shall be to further the economic and social development of developing countries and secure a substantial increase in their export earnings from textile products and to provide scope for a greater share for them in world trade in these products.

[1] The expressions "participating country", "participating exporting country" and "participating importing country", wherever they appear in this Arrangement, shall be deemed to include the European Economic Community.
[Footnote in the original.]

Department of State Bulletin, Oct. 8, 1973, p. 450.

4. Actions taken under this Arrangement shall not interrupt or discourage the autonomous industrial adjustment processes of participating countries. Furthermore, actions taken under this Arrangement should be accompanied by the pursuit of appropriate economic and social policies, in a manner consistent with national laws and systems, required by changes in the pattern of trade in textiles and in the comparative advantage of participating countries, which policies would encourage businesses which are less competitive internationally to move progressively into more viable lines of production or into other sectors of the economy and provide increased access to their markets for textile products from developing countries.

5. The application of safeguard measures under this Arrangement, subject to recognized conditions and criteria and under the surveillance of an international body set up for that purpose, and in conformity with the principles and objectives of this Arrangement, may in exceptional circumstances become necessary in the field of trade in textile products, and should assist any process of adjustment which would be required by the changes in the pattern of world trade in textile products. The parties to this Arrangement undertake not to apply such measures except in accordance with the provisions of this Arrangement with full regard to the impact of such measures on other parties.

6. The provisions of this Arrangement shall not affect the rights and obligations of the participating countries under the GATT.

7. The participating countries recognize that, since measures taken under this Arrangement are intended to deal with the special problems of textile products, such measures should be considered as exceptional, and not lending themselves to application in other fields.

Article 2

1. All existing unilateral quantitative restrictions, bilateral agreements and any other quantitative measures in force which have a restrictive effect shall be notified in detail by the restraining participating country, upon acceptance of or accession to this Arrangement, to the Textiles Surveillance Body, which shall circulate the notifications to the other participating countries for their information. Measures or agreements which are not notified by a participating country within sixty days of its acceptance of, or accession to, this Arrangement shall be considered to be contrary to this Arrangement and shall be terminated forthwith.

2. Unless they are justified under the provisions of the GATT (including its Annexes and Protocols), all unilateral quantitative restrictions and any other quantitative measures which have a restrictive effect and which are notified in accordance with paragraph 1 above shall be terminated within one year of the entry into force of this Arrangement, unless they are the subject of one of the following procedures to bring them into conformity with the provisions of this Arrangement:

(i) inclusion in a programme, which should be adopted and notified to the Textiles Surveillance Body within one year from the date of coming into force of this Arrangement, designed to eliminate existing restrictions in stages within a maximum period of three years from the entry into force of this Arrangement and taking account of any bilateral agreement either concluded or in course of being negotiated as provided for in (ii) below; it being understood that a major effort will be made in the first year, covering both a substantial elimination of restrictions and a substantial increase in the remaining quotas;

(ii) inclusion, within a period of one year from the entry into force of this Arrangement, in bilateral agreements negotiated, or in course of negotiation, pursuant to the provisions of Article 4; if, for exceptional reasons, any such bilateral agreement is not concluded within the period of one year, this period, following consultations by the participating countries concerned and with the concurrence of the Textiles Surveillance Body, may be extended by not more than one year;

(iii) inclusion in agreements negotiated or measures adopted pursuant to the provisions of Article 3.

3. Unless justified under the provisions of the GATT (including its Annexes and Protocols), all existing bilateral agreements notified in accordance with paragraph 1 of this Article shall, within one year of the entry into force of this Arrangement, either be terminated or justified under the provisions of this Arrangement or modified to conform therewith.

4. For the purposes of paragraphs 2 and 3 above the participating countries shall afford full opportunity for bilateral consultation and negotiation aimed at arriving at mutually acceptable solutions in accordance with Articles 3 and 4 of this Arrangement and permitting from the first year of the acceptance of this Arrangement the elimination as complete as possible of the existing restrictions. They shall report specifically to the Textiles Surveillance Body within one year of the entry into force of this Arrangement on the status of any such actions taken or negotiations undertaken pursuant to this Article.

5. The Textiles Surveillance Body shall complete its review of such reports within ninety days of their receipt. In its review it shall consider whether all the actions taken are in conformity with this Arrangement. It may make appropriate recommendations to the participating countries directly concerned so as to facilitate the implementation of this Article.

Article 3

1. Unless they are justified under the provisions of the GATT (including its Annexes and Protocols) no new restrictions on trade in textile products shall be introduced by participating countries nor shall existing restrictions be intensified, unless such action is justified under the provisions of this Article.

2. The participating countries agree that this Article should only be resorted to sparingly and its application shall be limited to the precise products and to countries whose exports of such products are causing market disruption as defined in Annex A taking full account of the agreed principles and objectives set out in this Arrangement and having full regard to the interests of both importing and exporting countries. Participating countries shall take into account imports from all countries and shall seek to preserve a proper measure of equity. They shall endeavour to avoid discriminatory measures where market disruption is caused by imports from more than one participating country and when resort to the application of this Article is unavoidable, bearing in mind the provisions of Article 6.

3. If, in the opinion of any participating importing country, its market in terms of the definition of market disruption in Annex A is being disrupted by imports of a certain textile product not already subject to restraint, it shall seek consultations with the participating exporting country or countries concerned with a view to removing such disruption. In its request the importing country may indicate the specific level at which it considers that exports of such products should be restrained, a level which shall not be lower than the general level indicated in Annex B. The exporting country or countries concerned shall respond promptly to such request for consultations. The importing country's request for consultations shall be accompanied by a detailed factual statement of the reasons and justification for the request, including the latest data concerning elements of market disruption, this information being communicated at the same time by the requesting country to the Chairman of the Textiles Surveillance Body.

4. If, in the consultation, there is mutual understanding that the situation calls for restrictions on trade in the textile product concerned, the level of restriction shall be fixed at a level not lower than the level indicated in Annex B. Details of the agreement reached shall be communicated to the Textiles Surveillance Body which shall determine whether the agreement is justified in accordance with the provisions of this Arrangement.

5. (i) If, however, after a period of sixty days from the date on which the request has been received by the participating exporting country or countries, there has been no agreement either on the request for export restraint or on any alternative solution, the requesting participating country may decline to accept imports for retention from the participating country or countries referred to in paragraph 3 above of the textiles and textile products causing market disruption (as defined in Annex A) at a level for the twelve-month period beginning on the day when the request was received by the participating exporting country or countries not less than the level provided for in Annex B. Such level may be adjusted upwards to avoid undue hardship to the commercial participants in the trade involved to the extent possible consistent with the purposes of this Article. At the same time the matter shall be brought for immediate attention to the Textiles Surveillance Body.

(ii) However, it shall be open for either party to refer the matter to the Textiles Surveillance Body before the expiry of the period of sixty days.

(iii) In either case the Textiles Surveillance Body shall promptly conduct the examination of the matter and make appropriate recommendations to the parties directly concerned within thirty days from the date on which the matter is referred to it. Such recommendations shall also be forwarded to the Textiles Committee and to the GATT Council for their information. Upon receipt of such recommendations the participating countries concerned should review the measures taken or contemplated with regard to their institution, continuation, modification or discontinuation.

6. In highly unusual and critical circumstances, where imports of a textile product or products during the period of sixty days referred to in paragraph 5 above would cause serious market disruption giving rise to damage difficult to repair, the importing country shall request the exporting country concerned to co-operate immediately on a bilateral emergency basis to avoid such damage, and shall, at the same time, immediately communicate to the Textiles Surveillance Body the full details of the situation. The countries concerned may make any mutually acceptable interim arrangement they deem necessary to deal with the situation without prejudice to consultations regarding the matter under paragraph 3 of this Article. In the event that such interim arrangement is not reached, temporary restraint measures may be applied at a level higher than that indicated in Annex B with a view, in particular, to avoiding undue hardship to the commercial participants in the trade involved. The importing country shall give, except where possibility exists of quick delivery which would undermine the purpose of such measure, at least one week's prior notification of such action to the participating exporting country or countries and enter into, or continue, consultations under paragraph 3 of this Article. When a measure is taken under this paragraph either party may refer the matter

to the Textiles Surveillance Body. The Textiles Surveillance Body shall conduct its work in the manner provided for in paragraph 5 above. Upon receipt of recommendations from the Textiles Surveillance Body the participating importing country shall review the measures taken, and report thereon to the Textiles Surveillance Body.

7. If recourse is had to measures under this Article, participating countries shall, in introducing such measures, seek to avoid damage to the production and marketing of the exporting countries, and particularly of the developing countries, and shall avoid any such measures taking a form that could result in the establishment of additional non-tariff barriers to trade in textile products. They shall, through prompt consultations, provide for suitable procedures, particularly as regards goods which have been, or which are about to be, shipped. In the absence of agreement, the matter may be referred to the Textiles Surveillance Body, which shall make the appropriate recommendations.

8. Measures taken under this Article may be introduced for limited periods not exceeding one year, subject to renewal or extension for additional periods of one year, provided that agreement is reached between the participating countries directly concerned on such renewal or extension. In such cases, the provisions of Annex B shall apply. Proposals for renewal or extension, or modification or elimination or any disagreement thereon shall be submitted to the Textiles Surveillance Body, which shall make the appropriate recommendations. However, bilateral restraint agreements under this Article may be concluded for periods in excess of one year in accordance with the provisions of Annex B.

9. Participating countries shall keep under review any measures they have taken under this Article and shall afford any participating country or countries affected by such measures, adequate opportunity for consultation with a view to the elimination of the measures as soon as possible. They shall report from time to time, and in any case once a year, to the Textiles Surveillance Body on the progress made in the elimination of such measures.

Article 4

1. The participating countries shall fully bear in mind, in the conduct of their trade policies in the field of textiles, that they are, through the acceptance of, or accession to, this Arrangement, committed to a multilateral approach in the search for solutions to the difficulties that arise in this field.

2. However, participating countries may, consistently with the basic objectives and principles of this Arrangement, conclude bilateral agreements on mutually acceptable terms in order, on the one hand, to eliminate real risks of market disruption (as defined in Annex A) in importing countries and disruption to the textile trade of exporting countries, and on the other hand to ensure the expansion and orderly development of trade in textiles and the equitable treatment of participating countries.

3. Bilateral agreements maintained under this Article shall, on overall terms, including base levels and growth rates, be more liberal than measures provided for in Article 3 of this Arrangement. Such bilateral agreements shall be designed and administered to facilitate the export in full of the levels provided for under such agreements and shall include provisions assuring substantial flexibility for the conduct of trade thereunder, consistent with the need for orderly expansion of such trade and conditions in the domestic market of the importing country concerned. Such provisions should encompass areas of base levels, growth, recognition of the increasing interchangeability of natural, artificial and synthetic fibres, carry forward, carryover, transfers from one product grouping to another and such other arrangements as may be mutually satisfactory to the parties to such bilateral agreements.

4. The participating countries shall communicate to the Textiles Surveillance Body full details of agreements entered into in terms of this Article within thirty days of their effective date. The Textiles Surveillance Body shall be informed promptly when any such agreements are modified or discontinued. The Textiles Surveillance Body may make such recommendations as it deems appropriate to the parties concerned.

Article 5

Restrictions on imports of textile products under the provisions of Articles 3 and 4 shall be administered in a flexible and equitable manner and over-categorization shall be avoided. Participating countries shall, in consultation, provide for arrangements for the administration of the quotas and restraint levels, including the proper arrangement for allocation of quotas among the exporters, in such a way as to facilitate full utilization of such quotas. The participating importing country should take full account of such factors as established tariff classification and quantitative units based on normal commercial practices in export and import transactions, both as regards fibre composition and in terms of competing for the same segment of its domestic market.

Article 6

1. Recognizing the obligations of the participating countries to pay special attention to the needs of the developing countries, it shall be considered appropriate and consistent with equity obligations for those importing countries which apply restrictions under this Arrangement affecting the trade of developing countries to provide more favourable terms with regard to such restrictions, including elements such as base level and growth rates, than for other countries. In the case of developing countries whose exports are already subject to restrictions and if the restrictions are maintained under this Arrangement, provisions should be made for higher quotas and liberal growth rates. It shall, however, be borne in mind that there should be no undue prejudice to the interests of established suppliers or serious distortion in existing patterns of trade.

2. In recognition of the need for special treatment for exports of textile products from developing countries, the criterion of past performance shall not be applied in the establishment of quotas for their exports of products from those textile sectors in respect of which they are new entrants in the markets concerned and a higher growth rate shall be accorded to such exports, having in mind that this special treatment should not cause undue prejudice to the interests of established suppliers or create serious distortions in existing patterns of trade.

3. Restraints on exports from participating countries whose total volume of textile exports is small in comparison with the total volume of exports of other countries should normally be avoided if the exports from such countries represent a small percentage of the total imports of textiles covered by this Arrangement of the importing country concerned.

4. Where restrictions are applied to trade in cotton textiles in terms of this Arrangement, special consideration will be given to the importance of this trade to the developing countries concerned in determining the size of quotas and the growth element.

5. Participating countries shall not, as far as possible, maintain restraints on trade in textile products originating in other participating countries which are imported under a system of temporary importation for re-export after processing, subject to a satisfactory system of control and certification.

6. Consideration shall be given to special and differential treatment to re-imports into a participating country of textile products which that country has exported to another participating country for processing and subsequent re-importation, in the light of the special nature of such trade without prejudice to the provisions of Article 3.

Article 7

The participating countries shall take steps to ensure, by the exchange of information, including statistics on imports and exports when requested, and by other practical means, the effective operation of this Arrangement.

Article 8

1. The participating countries agree to avoid circumvention of this Arrangement by trans-shipment, re-routing, or action by non-participants. In particular, they agree on the measures provided for in this Article.

2. The participating countries agree to collaborate with a view to taking appropriate administrative action to avoid such circumvention. Should any participating country believe that the Arrangement is being circumvented and that no appropriate administrative measures are being applied to avoid such

circumvention, that country should consult with the exporting country of origin and with other countries involved in the circumvention with a view to seeking promptly a mutually satisfactory solution. If such a solution is not reached the matter shall be referred to the Textiles Surveillance Body.

3. The participating countries agree that if resort is had to the measures envisaged in Articles 3 and 4, the participating importing country or countries concerned shall take steps to ensure that the participating country's exports against which such measures are taken shall not be restrained more severely than the exports of similar goods of any country not party to this Arrangement which are causing, or actually threatening, market disruption. The participating importing country or countries concerned will give sympathetic consideration to any representations from participating exporting countries to the effect that this principle is not being adhered to or that the operation of this Arrangement is frustrated by trade with countries not party to this Arrangement. If such trade is frustrating the operation of this Arrangement, the participating countries shall consider taking such actions as may be consistent with their law to prevent such frustration.

4. The participating countries concerned shall communicate to the Textiles Surveillance Body full details of any measures or arrangements taken under this Article or any disagreement and, when so requested, the Textiles Surveillance Body shall make reports or recommendations as appropriate.

Article 9

1. In view of the safeguards provided for in this Arrangement the participating countries shall, as far as possible, refrain from taking additional trade measures which may have the effect of nullifying the objectives of this Arrangement.

2. If a participating country finds that its interests are being seriously affected by any such measure taken by another participating country, that country may request the country applying such measure to consult with a view to remedying the situation.

3. If the consultation fails to achieve a mutually satisfactory solution within a period of sixty days the requesting participating country may refer the matter to the Textiles Surveillance Body which shall promptly discuss such matter, the participating country concerned being free to refer the matter to that body before the expiry of the period of sixty days if it considers that there are justifiable grounds for so doing. The Textiles Surveillance Body shall make such recommendations to the participating countries as it considers appropriate.

Article 10

1. There is established within the framework of GATT a Textiles Committee consisting of representatives of the parties to this Arrangement. The Committee shall carry out the responsibilities ascribed to it under this Arrangement.

2. The Committee shall meet from time to time and at least once a year to discharge its functions and to deal with those matters specifically referred to it by the Textiles Surveillance Body. It shall prepare such studies as the participating countries may decide. It shall undertake an analysis of the current state of world production and trade in textile products, including any measures to facilitate adjustment and it shall present its views regarding means of furthering the expansion and liberalization of trade in textile products. It will collect the statistical and other information necessary for the discharge of its functions and will be empowered to request the participating countries to furnish such information.

3. Any case of divergence of view between the participating countries as to the interpretation or application of this Arrangement may be referred to the Committee for its opinion.

4. The Committee shall once a year review the operation of this Arrangement and report thereon to the GATT Council. To assist in this review, the Committee shall have before it a report from the Textiles Surveillance Body, a copy of which will also be transmitted to the Council. The review during the third year shall be a major review of this Arrangement in the light of its operation in the preceding years.

5. The Committee shall meet not later than one year before the expiry of this Arrangement in order to consider whether the Arrangement should be extended, modified or discontinued.

Article 11

1. The Textiles Committee shall establish a Textiles Surveillance Body to supervise the implementation of this Arrangement. It shall consist of a Chairman and eight members to be appointed by the parties to this Arrangement on a basis to be determined by the Textiles Committee so as to ensure its efficient operation. In order to keep its membership balanced and broadly representative of the parties to this Arrangement provision shall be made for rotation of the members as appropriate.

2. The Textiles Surveillance Body shall be considered as a standing body and shall meet as necessary to carry out the functions required of it under this Arrangement. It shall rely on information to be supplied by the participating countries, supplemented by any necessary details and clarification it may decide to seek from them or from other sources. Further, it may rely for technical assistance on the services of the GATT secretariat and may also hear technical experts proposed by one or more of its members.

3. The Textiles Surveillance Body shall take the action specifically required of it in articles of this Arrangement.

4. In the absence of any mutually agreed solution in bilateral negotiations or consultations between participating countries provided for in this Arrangement, the Textiles Surveillance Body at the request of either party, and following a thorough and prompt consideration of the matter, shall make recommendations to the parties concerned.

5. The Textiles Surveillance Body shall, at the request of any participating country, review promptly any particular measures or arrangements which that country considers to be detrimental to its interests where consultations between it and the participating countries directly concerned have failed to produce a satisfactory solution. It shall make recommendations as appropriate to the participating country or countries concerned.

6. Before formulating its recommendations on any particular matter referred to it, the Textiles Surveillance Body shall invite participation of such participating countries as may be directly affected by the matter in question.

7. When the Textiles Surveillance Body is called upon to make recommendations or findings it shall do so, except when otherwise provided in this Arrangement, within a period of thirty days whenever practicable. All such recommendations or findings shall be communicated to the Textiles Committee for the information of its members.

8. Participating countries shall endeavour to accept in full the recommendations of the Textiles Surveillance Body. Whenever they consider themselves unable to follow any such recommendations, they shall forthwith inform the Textiles Surveillance Body of the reasons therefor and of the extent, if any, to which they are able to follow the recommendations.

9. If, following recommendations by the Textiles Surveillance Body, problems continue to exist between the parties, these may be brought before the Textiles Committee or before the GATT Council through the normal GATT procedures.

10. Any recommendations and observations of the Textiles Surveillance Body would be taken into account should the matters related to such recommendations and observations subsequently be brought before the CONTRACTING PARTIES to the GATT, particularly under the procedures of Article XXIII of the GATT.

11. The Textiles Surveillance Body shall, within fifteen months of the coming into force of this Arrangement, and at least annually thereafter, review all restrictions on textile products maintained by participating countries at the commencement of this Arrangement, and submit its findings to the Textiles Committee.

12. The Textiles Surveillance Body shall annually review all restrictions introduced or bilateral agreements entered into by participating countries concerning trade in textile products since the coming into force of this Arrangement, and required to be reported to it under the provisions of this Arrangement, and report annually its findings to the Textiles Committee.

Article 12

1. For the purposes of this Arrangement, the expression "textiles" is limited to tops, yarns, piece-goods, made-up articles, garments and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool, man-made fibres, or blends thereof, in which any or all of those fibres in combination represent either the chief value of the fibres or 50 per cent or more by weight (or 17 per cent or more by weight of wool) of the product.

2. Artificial and synthetic staple fibre, tow, waste, simple mono- and multi-filaments, are not covered by paragraph 1 above. However, should conditions of market disruption (as defined in Annex A) be found to exist for such products, the provisions of Article 3 of this Arrangement (and other provisions of this Arrangement directly relevant thereto) and paragraph 1 of Article 2 shall apply.

3. This Arrangement shall not apply to developing country exports of handloom fabrics of the cottage industry, or hand-made cottage industry products made of such handloom fabrics, or to traditional folklore handicraft textiles products, provided that such products are properly certified under arrangements established between the importing and exporting participating countries concerned.

4. Problems of interpretation of the provisions of this Article should be resolved by bilateral consultation between the parties concerned and any difficulties may be referred to the Textiles Surveillance Body.

Article 13

1. This Arrangement shall be deposited with the Director-General to the CONTRACTING PARTIES to the GATT. It shall be open for acceptance, by signature or otherwise, by governments contracting parties to the GATT or having provisionally acceded to the GATT and by the European Economic Community.

2. Any government which is not a contracting party to the GATT, or has not acceded provisionally to the GATT, may accede to this Arrangement on terms to be agreed between that government and the participating countries. These terms would include a provision that any government which is not a contracting party to the GATT must undertake, on acceding to this Arrangement, not to introduce new import restrictions or intensify existing import restrictions, on textile products, in so far as such action would, if that government had been a contracting party to the GATT, be inconsistent with its obligations thereunder.

Article 14

1. This Arrangement shall enter into force on 1 January 1974.

2. Notwithstanding the provisions of paragraph 1 of this Article, for the application of the provisions of Article 2, paragraphs 2, 3 and 4 the date of entry into force shall be 1 April 1974.

3. Upon request of one or more parties which have accepted or acceded to this Arrangement a meeting shall be held within one week prior to 1 April 1974. Parties which at the time of the meeting have accepted or acceded to the Arrangement may agree on any modification of the date envisaged in paragraph 2 of this Article which may appear necessary and is consistent with the provisions of Article 16.

Article 15

Any participating country may withdraw from this Arrangement upon the expiration of sixty days from the day on which written notice of such withdrawal is received by the Director-General to the CONTRACTING PARTIES to the GATT.

Article 16

This Arrangement shall remain in force for four years.

Article 17

The Annexes to this Arrangement constitute an integral part of this Arrangement.

DONE at Geneva this twentieth day of December one thousand nine hundred and seventy-three, in a single copy in the English, French and Spanish languages, each text being authentic.

ANNEX A

I. The determination of a situation of "market disruption", as referred to in this Arrangement, shall be based on the existence of serious damage to domestic producers or actual threat thereof. Such damage must demonstrably be caused by the factors set out in paragraph II below and not by factors such as technological changes or changes in consumer preference which are instrumental in switches to like and/or directly competitive products made by the same industry, or similar factors. The existence of damage shall be determined on the basis of an examination of the appropriate factors having a bearing on the evolution of the state of the industry in question such as: turnover, market share, profits, export performance, employment, volume of disruptive and other imports, production, utilization of capacity, productivity and investments. No one or several of these factors can necessarily give decisive guidance.

II. The factors causing market disruption referred to in paragraph I above and which generally appear in combination are as follows:

(i) a sharp and substantial increase or imminent increase of imports of particular products from particular sources. Such an imminent increase shall be a measurable one and shall not be determined to exist on the basis of allegation, conjecture or mere possibility arising, for example, from the existence of production capacity in the exporting countries;

(ii) these products are offered at prices which are substantially below those prevailing for similar goods of comparable quality in the market of the importing country. Such prices shall be compared both with the price for the domestic product at comparable stage of commercial transaction, and with the prices which normally prevail for such products sold in the ordinary course of trade and under open market conditions by other exporting countries in the importing country.

III. In considering questions of "market disruption" account shall be taken of the interests of the exporting country, especially in regard to its stage of development, the importance of the textile sector to the economy, the employment situation, overall balance of trade in textiles, trade balance with the importing country concerned and overall balance of payments.

ANNEX B

1. (a) The level below which imports or exports of textile products may not be restrained under the provisions of Article 3 shall be the level of actual imports or exports of such products during the twelve-month period terminating two months or, where data are not available, three months preceding the month in which the request for consultation is made, or, where applicable, the date of institution of such domestic procedure relating to market disruption in textiles as may be required by national legislation, or two months or, where data are not available, three months prior to the month in which the request for consultation is made as a result of such domestic procedure, whichever period is the later.

(b) Where a restraint on the yearly level of exports or imports exists between participating countries concerned, whether provided for under Article 2, 3 or 4, covering the twelve-month period referred to in paragraph (a), the level below which imports of textile products causing market disruption may not be restrained under the provisions of Article 3 shall be the level provided for in the restraint in lieu of the level of actual imports or exports during the twelve-month period referred to in paragraph (a).

Where the twelve-month period referred to in paragraph (a) overlaps in part with the period covered by the restraint, the level shall be:

(i) the level provided for in the restraint, or the level of actual imports or exports, whichever is higher, except in case of overshipment, for the months where the period covered by the restraint and the twelve-month period referred to in paragraph (a) overlap; and

(ii) the level of actual imports or exports for the months where no overlap occurs.

(c) If the period referred to in paragraph (a) is specially adverse for a particular exporting country due to abnormal circumstances, the past performance of imports from that country over a period of years should be taken into account.

(d) Where imports or exports of textile products subject to restraints were nil or negligible during the twelve-month period referred to in paragraph (a), a reasonable import level to take account of future possibilities of the exporting country shall be established through consultation between the participating countries concerned.

2. Should the restraint measures remain in force for another twelve-month period, the level for that period shall not be lower than the level specified for the preceding twelve-month period, increased by not less than 6 per cent for products under restraint. In exceptional cases where there are clear grounds for holding that the situation of market disruption will recur if the above growth rate is

implemented, a lower positive growth rate may be decided upon after consultation with the exporting country or countries concerned. In exceptional cases where participating importing countries have small markets, an exceptionally high level of imports and a correspondingly low level of domestic production and where the implementation of the above growth rate would cause damage to those countries' minimum viable production, a lower positive growth rate may be decided upon after consultation with the exporting country or countries concerned.

3. Should the restraint measures remain in force for further periods, the level for each subsequent period shall not be lower than the level specified for the preceding twelve-month period, increased by six per cent, unless there is further new evidence which demonstrates, in accordance with Annex A, that implementation of the above growth rate would exacerbate the situation of market disruption. In these circumstances, after consultation with the exporting country concerned, and reference to the Textiles Surveillance Body in accordance with the procedures of Article 3 a lower positive growth rate may be applied.

4. In the event any restriction or limitation is established under Article 3 or 4 on a product or products as to which a restriction or limitation had been suppressed in accordance with the provisions of Article 2, such subsequent restriction or limitation shall not be re-established without full consideration of the limits of trade provided for under such suppressed restriction or limitation.

5. Where restraint is exercised for more than one product the participating countries agree that, provided that the total exports subject to restraint do not exceed the aggregate level for all products so restrained (on the basis of a common unit to be determined by the participating countries concerned), the agreed level for any one product may be exceeded by 7 per cent save in exceptionally and sparingly used circumstances where a lower percentage may be justified in which case that lower percentage shall be not less than 5 per cent. Where restraints are established for more years than one, the extent to which the total of the restraint level for one product or product group may, after consultation between the parties concerned, be exceeded in either year of any two subsequent years by carry forward and/or carryover is 10 per cent of which carry forward shall not represent more than 5 per cent.

6. In the application of the restraint levels and growth rates specified in paragraphs 1 to 3 above, full account shall be taken of the provisions of Article 6.

43-377 O - 75 - 65

ARRANGEMENT CONCERNANT LE COMMERCE INTERNATIONAL DES TEXTILES

PREAMBULE

Reconnaissant la grande importance de la production et du commerce des produits textiles en laine, en fibres synthétiques et artificielles et en coton pour l'économie de nombreux pays, ainsi que leur importance particulière pour le développement économique et social des pays en voie de développement et pour l'accroissement et la diversification de leurs recettes d'exportation, et conscientes de l'importance spéciale du commerce des produits textiles en coton pour de nombreux pays en voie de développement;

Reconnaissant en outre que la situation du commerce mondial des produits textiles tend à être peu satisfaisante et que, si elle n'est pas traitée de façon satisfaisante, cette situation risque d'être dommageable pour les pays qui participent au commerce des produits textiles, qu'ils soient importateurs ou exportateurs, ou l'un et l'autre à la fois, d'affecter de manière défavorable les perspectives de coopération internationale dans le domaine du commerce et d'avoir des répercussions fâcheuses sur les relations commerciales en général;

Notant que cette situation peu satisfaisante se caractérise par la prolifération de mesures de restriction, y compris de mesures discriminatoires, qui sont incompatibles avec les principes de l'Accord général sur les tarifs douaniers et le commerce, et qu'il s'est produit dans quelques pays importateurs des situations qui, de l'avis de ces pays, causent ou menacent de causer une désorganisation de leurs marchés intérieurs;

Désireux d'entreprendre une action de coopération constructive dans un cadre multilatéral, pour traiter cette situation de manière à promouvoir, sur des bases saines, le développement de la production et l'expansion du commerce des produits textiles, et pour aboutir progressivement, en ce qui concerne ces produits, à la réduction des obstacles aux échanges et à la libéralisation du commerce mondial;

Reconnaissant qu'il conviendrait, en menant cette action, de garder constamment présent à l'esprit le caractère instable et perpétuellement changeant de la production et du commerce des produits textiles, et de tenir le plus grand compte des graves problèmes économiques et sociaux qui se posent dans ce domaine, aussi bien dans les pays importateurs que dans les pays exportateurs, et en particulier dans les pays en voie de développement;

Reconnaissant en outre qu'une telle action devrait être conçue de manière à faciliter l'expansion économique et de promouvoir le développement des pays en voie de développement qui possèdent les ressources nécessaires, par exemple en matières et en compétences techniques, en offrant à ces pays, y compris ceux qui abordent maintenant le domaine de l'exportation des produits textiles ou qui pourraient l'aborder bientôt, de plus vastes possibilités d'accroître leurs recettes en devises par la vente sur les marchés mondiaux de produits qu'ils peuvent produire avec efficience;

Reconnaissant que, dans l'avenir, le développement harmonieux du commerce des textiles, eu égard en particulier aux besoins des pays en voie de développement, dépend également dans une mesure importante de questions qui sortent du cadre du présent Arrangement et que, parmi ces facteurs, figurent les progrès conduisant à la fois à l'abaissement des droits de douane et au maintien et à l'amélioration des schémas de préférences généralisées, conformément à la Déclaration de Tokyo;

Déterminées à tenir le plus grand compte des principes et objectifs de l'Accord général sur les tarifs douaniers et le commerce (ci-après dénommé l'Accord général) et, dans la poursuite des objectifs du présent Arrangement, à mettre en oeuvre de manière effective les principes et objectifs convenus dans la Déclaration ministérielle de Tokyo en date du 14 septembre 1973 concernant les négociations commerciales multilatérales;

LES PARTIES AU PRESENT ARRANGEMENT sont convenues de ce qui suit:

Article premier

1. Il pourra être souhaitable, pendant les quelques années à venir, que les pays participants[1] prennent des mesures pratiques spéciales de coopération internationale dans le domaine des textiles en vue d'éliminer les difficultés qui existent dans ce domaine.

2. Les objectifs fondamentaux seront de réaliser, en ce qui concerne les produits textiles, l'expansion du commerce, l'abaissement des obstacles à ce commerce et la libéralisation progressive du commerce mondial, tout en assurant le développement ordonné et équitable du commerce de ces produits et en évitant les effets de désorganisation sur des marchés et sur des types de production aussi bien de pays importateurs que de pays exportateurs. Dans le cas des pays qui n'ont qu'un petit marché, dont le niveau des importations est exceptionnellement élevé et la production intérieure corrélativement basse, il devrait être tenu compte de la nécessité d'éviter qu'il soit porté atteinte à la production minimum viable de textiles de ces pays.

3. Dans la mise en oeuvre du présent Arrangement, l'un des principaux objectifs sera de favoriser le développement économique et social des pays en voie de développement et d'assurer un accroissement substantiel de leurs recettes provenant de l'exportation de produits textiles, et de leur ménager la possibilité d'avoir une plus grande part du commerce mondial de ces produits.

---

[1] Dans tout le présent Arrangement, les expressions "pays participant", "pays exportateur participant" et "pays importateur participant" sont réputées comprendre la Communauté économique européenne.

4. Les mesures prises en vertu du présent Arrangement ne devront pas interrompre ou décourager les processus autonomes d'ajustement industriel des pays participants. En outre, elles devraient s'accompagner de l'application, de manière compatible avec les législations et les systèmes nationaux, des politiques économiques et sociales appropriées que nécessitent les changements de la structure du commerce des textiles et de l'avantage comparatif des pays participants, politiques de nature à encourager les entreprises qui sont moins compétitives sur le plan international à s'engager progressivement dans des types de production plus viables ou d'autres secteurs économiques, et ménager un plus large accès aux marchés pour les produits textiles des pays en voie de développement.

5. Dans des circonstances exceptionnelles, il pourra être nécessaire, dans le domaine du commerce des produits textiles, d'appliquer des mesures de sauvegarde au titre du présent Arrangement, sous réserve de l'observation de conditions et de critères reconnus et sous la surveillance d'un organe international institué à cet effet, et conformément aux principes et objectifs du présent Arrangement; ces mesures devraient faciliter tout processus d'ajustement que nécessiterait l'évolution de la structure du commerce mondial des produits textiles. Les parties au présent Arrangement s'engagent à n'appliquer ces mesures que conformément au présent Arrangement et en tenant pleinement compte des répercussions qu'elles peuvent avoir pour d'autres parties.

6. Les dispositions du présent Arrangement ne modifient en rien les droits et obligations que les pays participants tiennent de l'Accord général.

7. Les pays participants reconnaissent que les mesures qui seront prises en vertu du présent Arrangement, étant destinées à résoudre les problèmes spéciaux relatifs aux produits textiles, devraient être considérées comme exceptionnelles et ne se prêtant pas à une application dans d'autres domaines.

Article 2

1. Toutes les restrictions quantitatives unilatérales existantes, tous les accords bilatéraux et toutes autres mesures quantitatives en vigueur qui auraient un effet restrictif, seront notifiés en détail, par le pays participant appliquant la mesure limitative, dès qu'il aura accepté le présent Arrangement ou y aura accédé, à l'Organe de surveillance des textiles, qui communiquera les notifications aux autres pays participants pour information. Les mesures ou les accords qui n'auront pas été notifiés par un pays participant dans un délai de soixante jours à compter de la date à laquelle il aura accepté le présent Arrangement ou y aura accédé, seront considérés comme incompatibles avec ledit Arrangement et il y sera mis fin sans délai.

2. A moins qu'elles ne soient justifiées aux termes des dispositions de l'Accord général (y compris les Annexes et Protocoles audit Accord), toutes les restrictions quantitatives unilatérales et toutes autres mesures quantitatives ayant un effet restrictif qui auront été notifiées conformément aux dispositions du paragraphe 1 ci-dessus seront éliminées dans un délai d'un an à compter de l'entrée en vigueur du présent Arrangement, sauf si elles font l'objet de l'une des procédures ci-après tendant à les rendre conformes aux dispositions du présent Arrangement:

i) inclusion dans un programme qui devrait être adopté et notifié à l'Organe de surveillance des textiles dans un délai d'un an à compter de l'entrée en vigueur du présent Arrangement et qui viserait à éliminer les restrictions existantes, par étapes, dans un délai maximum de 3 ans à compter de l'entrée en vigueur du présent Arrangement et tiendrait compte de tout accord bilatéral qui aurait été conclu ou serait en cours de négociation conformément aux dispositions de l'alinéa ii) ci-après, étant entendu qu'un effort majeur sera accompli au cours de la première année, qui portera sur une élimination substantielle des restrictions et sur une augmentation substantielle des contingents qui n'auraient pas été supprimés;

ii) inclusion, dans un délai d'un an à compter de l'entrée en vigueur du présent Arrangement, dans des accords bilatéraux négociés ou en cours de négociation conformément aux dispositions de l'article 4; si, pour des raisons exceptionnelles, il n'est pas conclu d'accord bilatéral dans un délai d'un an, ce délai, après consultations entre les pays participants concernés et avec l'agrément de l'Organe de surveillance des textiles, pourra être prorogé pour une durée qui n'excédera pas un an;

iii) inclusion dans des accords négociés ou des mesures adoptées conformément aux dispositions de l'article 3.

3. A moins qu'ils ne soient justifiés aux termes des dispositions de l'Accord général (y compris les Annexes et Protocoles audit Accord), tous les accords bilatéraux existants notifiés conformément aux dispositions du paragraphe 1 du présent article seront, dans un délai d'un an à compter de l'entrée en vigueur du présent Arrangement, soit éliminés, soit justifiés aux termes des dispositions du présent Arrangement, ou modifiés pour qu'ils soient conformes à ces dispositions.

4. Pour l'application des paragraphes 2 et 3 ci-dessus, les pays participants se prêteront pleinement à des consultations et à des négociations bilatérales en vue d'arriver à des solutions mutuellement acceptables, conformes aux dispositions des articles 3 et 4 du présent Arrangement, et de permettre l'élimination aussi complète que possible des restrictions existantes à partir de la première année d'acceptation du présent Arrangement. Ils feront spécifiquement rapport à l'Organe de surveillance des textiles dans un délai d'un an à compter de l'entrée en vigueur du présent Arrangement sur la situation de toute action ou de toute négociation ainsi entreprise conformément aux dispositions du présent article.

5. L'Organe de surveillance des textiles achèvera l'examen de ces rapports dans les quatre-vingt-dix jours qui suivront leur réception. Au cours de son examen, il s'assurera que toutes les actions entreprises sont conformes au présent Arrangement. Il pourra faire des recommandations appropriées aux pays participants directement concernés, de manière à faciliter la mise en oeuvre du présent article.

Article 3

1. Sauf justification aux termes de l'Accord général (y compris les Annexes et Protocoles audit Accord), les pays participants n'institueront pas de nouvelles restrictions au commerce des produits textiles et ne renforceront pas les restrictions existantes, à moins que de telles mesures ne soient justifiées aux termes des dispositions du présent article.

2. Les pays participants conviennent de ne recourir au présent article qu'avec modération et d'en limiter l'application aux produits précis et aux pays dont les exportations de ces produits causent une désorganisation du marché au sens de l'Annexe A, en tenant pleinement compte des principes et des objectifs convenus qui sont énoncés dans le présent Arrangement, et en prenant pleinement en considération les intérêts des pays importateurs aussi bien que des pays exportateurs. Les pays participants tiendront compte des importations en provenance de tous les pays et s'attacheront à maintenir l'équité convenable. Sans perdre de vue les dispositions de l'article 6, ils s'efforceront d'éviter les mesures discriminatoires dans les cas où des importations en provenance de plusieurs pays participants seront la cause de la désorganisation du marché et lorsqu'un recours au présent article sera inévitable.

3. Si un pays importateur participant estime qu'il y a désorganisation de son marché, au sens de la définition de la désorganisation du marché qui figure à l'Annexe A, du fait des importations d'un produit textile déterminé qui n'est pas déjà soumis à limitation, ce pays recherchera la consultation avec tout pays exportateur participant en vue de mettre fin à la désorganisation du marché. Dans sa demande, le pays importateur pourra indiquer le niveau de limitation précis qui, à son avis, devrait être appliqué aux exportations du produit, ce niveau ne pouvant être inférieur au niveau général défini à l'Annexe B. Tout pays exportateur concerné donnera suite rapidement à la demande de consultations. La demande de consultation émanant du pays importateur sera accompagnée d'un exposé factuel détaillé des raisons et de la justification de sa présentation, y compris les données les plus récentes concernant les éléments de désorganisation du marché; le pays requérant communiquera en même temps tous ces renseignements au Président de l'Organe de surveillance des textiles.

4. Si, au cours des consultations, il est entendu de part et d'autre que la situation appelle des restrictions au commerce du produit textile en cause, le niveau de restriction sera fixé à un niveau qui ne sera pas inférieur à celui qui est défini à l'Annexe B. Le détail de l'accord réalisé sera communiqué à l'Organe de surveillance des textiles qui déterminera si cet accord est justifié au regard des dispositions du présent Arrangement.

5. i) Si, toutefois, aucun accord n'est intervenu à l'expiration d'un délai de 60 jours à compter de la réception de la demande par le ou les pays exportateurs participants, soit sur la demande de limitation des exportations, soit sur toute autre solution, le pays participant requérant pourra, pour la période de 12 mois commençant à la date de la réception de la demande par le ou les pays exportateurs participants, refuser d'admettre, pour la consommation intérieure, en provenance du ou des pays participants visés au paragraphe 3 ci-dessus, les importations de textiles et de produits textiles causant une désorganisation du marché (au sens de l'Annexe A), à un niveau égal ou supérieur à celui qui est défini à l'Annexe B. Ce niveau pourra être ajusté en hausse, pour éviter de causer des difficultés indues aux entreprises commerciales qui participent aux échanges en question, dans toute la mesure compatible avec les fins du présent article. En même temps, la question sera soumise à l'attention immédiate de l'Organe de surveillance des textiles.

ii) Toutefois, chacune des parties aura la faculté de porter la question devant l'Organe de surveillance des textiles avant l'expiration du délai de 60 jours.

iii) Dans l'un ou l'autre cas, l'Organe de surveillance des textiles procédera promptement à l'examen de la question et fera des recommandations appropriées aux parties directement concernées, dans les 30 jours à compter de celui où la question lui aura été soumise. Ces recommandations seront également communiquées pour information au Comité des textiles et au Conseil des Représentants des parties contractantes à l'Accord général. Dès réception de ces recommandations, les pays participants concernés devraient réexaminer les mesures prises ou envisagées afin de voir s'il y a lieu de les instituer, de les maintenir en vigueur, de les modifier ou d'y mettre fin.

6. Dans des circonstances tout à fait inhabituelles et critiques où les importations d'un ou plusieurs produits textiles effectuées pendant la période de 60 jours visée au paragraphe 5 ci-dessus causeraient une grave désorganisation du marché entraînant un préjudice difficilement réparable, le pays importateur demandera au pays exportateur concerné de coopérer immédiatement avec lui, sur le plan bilatéral, à titre d'urgence, pour éviter ce préjudice et, en même temps, communiquera immédiatement à l'Organe de surveillance des textiles tous les détails de la situation. Les pays concernés pourront conclure tout arrangement provisoire mutuellement acceptable qu'ils jugeront nécessaire pour traiter la situation, sans préjudice des consultations sur la question auxquelles il pourra être procédé en vertu du paragraphe 3 du présent article. Au cas où l'on n'aboutirait pas à un tel arrangement provisoire, des mesures de limitation temporaires d'un niveau supérieur à celui qui est défini à l'Annexe B pourront être appliquées en vue, notamment, d'éviter des difficultés indues aux entreprises commerciales qui participent aux échanges en question. Sauf en cas de possibilité de livraison rapide qui compromettrait l'objet de telles mesures, le pays importateur donnera notification de celles-ci, avec un préavis d'une semaine au moins, aux pays exportateurs participants, et engagera ou poursuivra les consultations prévues au paragraphe 3 du présent article. Si une mesure est prise en vertu du présent paragraphe, l'une ou l'autre partie pourra porter la

question devant l'Organe de surveillance des textiles. Celui-ci procédera de la manière prévue au paragraphe 5 ci-dessus. Dès réception des recommandations de l'Organe de surveillance des textiles, le pays importateur participant réexaminera les mesures prises et présentera un rapport sur ce point à l'Organe de surveillance des textiles.

7. S'ils recourent à des mesures prévues par le présent article, les pays participants s'efforceront, en introduisant ces mesures, d'éviter de porter préjudice à la production et aux ventes des pays exportateurs, en particulier à celles des pays en voie de développement, et ils éviteront toutes mesures d'une forme telle qu'il pourrait en résulter des obstacles non tarifaires additionnels au commerce des produits textiles. Par de promptes consultations, ils arrêteront des mesures appropriées, en particulier pour les marchandises qui auront été ou seront sur le point d'être expédiées. S'ils n'aboutissent pas à un accord, la question pourra être portée devant l'Organe de surveillance des textiles, qui fera les recommandations appropriées.

8. Les mesures prises en vertu du présent article seront applicables pour des périodes limitées ne dépassant pas un an, réserve faite de la possibilité de les renouveler ou de les proroger pour des périodes additionnelles d'un an, à la condition que les pays participants directement concernés soient d'accord entre eux. Dans ces cas, les dispositions de l'Annexe B seront applicables. Les propositions de renouvellement ou de prorogation, de modification ou d'élimination de telles mesures, ou tout désaccord à leur sujet, seront soumis à l'Organe de surveillance des textiles, qui fera les recommandations appropriées. Toutefois, la durée de validité des accords bilatéraux de limitation conclus en vertu du présent article pourra être supérieure à un an conformément aux dispositions de l'Annexe B.

9. Les pays participants reverront constamment les mesures qu'ils auront prises en vertu du présent article et se prêteront comme il conviendra à des consultations avec tout pays participant touché par ces mesures, en vue d'éliminer celles-ci aussitôt que possible. Ils présenteront un rapport de temps à autre, et en tout état de cause une fois l'an, à l'Organe de surveillance des textiles sur les progrès réalisés dans l'élimination desdites mesures.

Article 4

1. Les pays participants garderont pleinement à l'esprit, dans la conduite de leur politique commerciale concernant les textiles, qu'en acceptant le présent Arrangement ou en y accédant, ils se seront engagés à suivre une approche multilatérale dans la recherche de solutions aux difficultés qui se présentent dans ce domaine.

2. Toutefois, les pays participants peuvent, conformément aux objectifs et aux principes fondamentaux du présent Arrangement, conclure des accords bilatéraux à des conditions mutuellement acceptables afin, d'une part, d'éliminer les risques réels de désorganisation du marché (au sens de l'Annexe A) des pays importateurs et de désorganisation du commerce des textiles des pays exportateurs et, d'autre part, d'assurer l'expansion et le développement ordonné du commerce des textiles et le traitement équitable des pays participants.

3. Les accords bilatéraux appliqués conformément au présent article devront être, dans l'ensemble, y compris en ce qui concerne les niveaux de base et les coefficients de croissance, plus libéraux que les mesures prévues à l'article 3 du présent Arrangement. Ces accords bilatéraux seront conçus et administrés de manière à faciliter l'exportation en totalité des quantums qu'ils stipulent et comprendront des dispositions suffisantes pour que le commerce qu'ils régissent s'effectue avec une grande souplesse, de manière compatible avec la nécessité d'une expansion ordonnée de ce commerce et avec la situation du marché intérieur du pays importateur concerné. Ces dispositions devraient porter sur les questions des niveaux de base, de la croissance, de la reconnaissance de l'interchangeabilité croissante des fibres naturelles, artificielles et synthétiques, l'utilisation anticipée des quantums, les reports, les transferts de groupes à groupes de produits, et prévoir tous autres arrangements mutuellement satisfaisants pour les parties à ces accords bilatéraux.

4. Les pays participants communiqueront à l'Organe de surveillance des textiles tous les détails sur les accords conclus en vertu du présent article, dans un délai de 30 jours à compter de leur entrée en vigueur. Lorsque de tels accords seront modifiés ou qu'il y sera mis fin, l'Organe de surveillance des textiles en sera promptement informé. L'Organe de surveillance des textiles pourra adresser aux parties concernées les recommandations qu'il jugera appropriées.

Article 5

Les restrictions à l'importation de produits textiles instituées conformément aux dispositions des articles 3 et 4 seront appliquées avec souplesse et équité et on évitera la multiplication des catégories. Les pays participants arrêteront de concert des dispositions en vue de l'administration des contingents et des niveaux de limitation, y compris le dispositif approprié de répartition des contingents entre les exportateurs, de manière à faciliter la pleine utilisation de ces contingents. Le pays importateur participant devrait tenir pleinement compte de facteurs tels que la classification tarifaire établie et les unités de quantités fondées sur les pratiques commerciales normales dans les transactions d'exportation et d'importation, tant en ce qui concerne la composition par fibres que pour ce qui regarde la concurrence visant un même secteur de son marché intérieur.

Article 6

1. Vu l'obligation des pays participants d'accorder une attention spéciale aux besoins des pays en voie de développement, il sera considéré comme approprié et compatible avec les impératifs d'équité que les pays importateurs qui appliquent en vertu du présent Arrangement des restrictions affectant le commerce de pays en voie de développement, accordent à ces pays, en ce qui concerne ces restrictions, y compris des éléments tels que les niveaux de base et les coefficients de croissance, des conditions plus favorables qu'aux autres pays. Dans le cas des pays en voie de développement dont les exportations font déjà l'objet de restrictions et si ces restrictions sont appliquées en vertu du présent Arrangement, il conviendrait de prévoir des contingents plus élevés et des coefficients de croissance libéraux. Il faudra toutefois garder à l'esprit la nécessité de ne pas porter indûment préjudice aux intérêts des fournisseurs établis et d'éviter toute distorsion grave dans les structures existantes des échanges.

2. Vu la nécessité d'accorder un traitement spécial aux exportations de produits textiles des pays en voie de développement, le critère de l'antériorité ne sera pas appliqué pour la fixation des contingents pour leurs exportations de produits des secteurs textiles où ils sont nouveaux venus sur les marchés concernés, et des coefficients de croissance plus élevés seront accordés pour ces exportations, sans perdre de vue que ce traitement spécial ne devra pas porter indûment préjudice aux intérêts des fournisseurs établis ni entraîner des distorsions graves dans les structures existantes des échanges.

3. Il conviendrait d'éviter en principe de limiter les exportations des pays participants dont les exportations de textiles n'atteignent qu'un faible volume total par rapport aux exportations totales des autres pays, si les exportations de ces pays ne représentent qu'un faible pourcentage du total des importations de textiles visés par le présent Arrangement du pays importateur concerné.

4. Lorsque des restrictions seront appliquées au commerce des textiles de coton en vertu du présent Arrangement, l'importance de ce commerce pour les pays en voie de développement concernés sera spécialement prise en considération pour la détermination du chiffre des contingents et du facteur de croissance.

5. Dans toute la mesure du possible, les pays participants n'appliqueront pas de limitations au commerce de produits textiles originaires d'autres pays participants qui seront importés sous le régime de l'admission temporaire aux fins de réexportation après ouvraison, à condition qu'il existe un système satisfaisant de contrôle et de certification.

6. On prendra en considération l'application aux réimportations dans un pays participant de produits textiles que ce pays aurait exportés vers un autre pays participant aux fins d'ouvraison et de réimportation ultérieure, d'un traitement spécial et différencié, compte tenu de la nature spéciale de ce commerce, sans préjudice des dispositions de l'article 3.

Article 7

Les pays participants prendront des mesures pour assurer le fonctionnement effectif du présent Arrangement par des échanges de renseignements et, sur demande, de statistiques d'importation et d'exportation, ainsi que par d'autres moyens pratiques.

Article 8

1. Les pays participants conviennent d'éviter que le présent Arrangement ne soit tourné par le jeu de la réexpédition ou du déroutement, ou par l'action de non-participants. Ils sont notamment d'accord sur les mesures prévues dans le présent article.

2. Les pays participants conviennent de collaborer afin de prendre des mesures administratives appropriées pour éviter que les dispositions du présent Arrangement ne soient ainsi tournées. Si un pays participant considère que l'Arrangement est tourné et qu'aucune mesure administrative appropriée n'est prise pour l'éviter,

ce pays devrait procéder à des consultations avec le pays d'origine exportateur et tout autre pays en cause, afin de rechercher promptement une solution mutuellement satisfaisante. Si une solution n'intervient pas, la question sera portée devant l'Organe de surveillance des textiles.

3. Les pays participants conviennent que, s'il est recouru aux mesures envisagées aux articles 3 et 4, tout pays importateur participant concerné prendra des mesures pour que les exportations du pays participant contre lesquelles sont prises lesdites mesures ne soient pas limitées plus rigoureusement que les exportations de produits similaires d'un pays quelconque non partie au présent Arrangement qui causent ou menacent réellement de causer une désorganisation du marché. Le pays ou les pays importateurs participants concernés examineront avec compréhension toutes représentations de pays exportateurs participants qui feraient valoir que ce principe n'est pas observé ou que des échanges avec des pays non parties au présent Arrangement neutralisent le fonctionnement du présent Arrangement. Si de tels échanges ont pour effet de neutraliser le fonctionnement du présent Arrangement, les pays participants envisageront de prendre les mesures compatibles avec leur législation pour empêcher cette neutralisation.

4. Les pays participants concernés communiqueront à l'Organe de surveillance des textiles tous les détails sur les mesures ou dispositions prises en vertu du présent article ou sur tout désaccord, et l'Organe de surveillance des textiles présentera, lorsqu'il y sera invité, des rapports ou des recommandations, selon le cas.

Article 9

1. Etant donné les sauvegardes prévues par le présent Arrangement, les pays participants s'abstiendront, autant que possible, de prendre des mesures commerciales additionnelles qui pourraient avoir un effet dirimant sur les objectifs du présent Arrangement.

2. Si un pays participant constate que ses intérêts sont gravement lésés par une mesure de cette nature prise par un autre pays participant, ce pays pourra demander au pays appliquant la mesure de procéder avec lui à une consultation en vue de porter remède à la situation.

3. Si la consultation n'aboutit pas à une solution mutuellement satisfaisante dans un délai de soixante jours, le pays participant requérant pourra porter la question devant l'Organe de surveillance des textiles qui l'examinera promptement, le pays participant concerné ayant la faculté de porter la question devant ledit Organe avant l'expiration du délai de soixante jours s'il estime qu'il existe des raisons valables de le faire. L'Organe de surveillance des textiles fera aux pays participants les recommandations qu'il jugera appropriées.

Article 10

1. Il est institué, dans le cadre de l'Accord général, un Comité des textiles composé des représentants des parties au présent Arrangement. Ce Comité s'acquittera des fonctions qui lui sont attribuées par le présent Arrangement.

2. Le Comité se réunira de temps à autre, et une fois l'an au moins, pour s'acquitter de ses fonctions et traiter les questions dont l'Organe de surveillance des textiles l'aura spécialement saisi. Il effectuera les études décidées par les pays participants. Il procédera à l'analyse de la situation de la production et du commerce des produits textiles dans le monde, y compris toutes mesures facilitant l'ajustement, et fera connaître son avis quant aux moyens de favoriser l'expansion et la libéralisation du commerce des produits textiles. Il rassemblera les renseignements statistiques et autres nécessaires à l'accomplissement de ses fonctions et il sera habilité à demander aux pays participants de lui fournir ces renseignements.

3. Toute divergence de vues entre les pays participants concernant l'interprétation ou l'application du présent Arrangement pourra être soumise devant le Comité pour avis.

4. Le Comité procédera une fois l'an à un examen d'ensemble du fonctionnement du présent Arrangement et présentera un rapport à ce sujet au Conseil des Représentants des parties contractantes à l'Accord général. Pour faciliter cet examen d'ensemble, l'Organe de surveillance des textiles établira à l'intention du Comité un rapport dont copie sera également communiquée au Conseil. L'examen qui aura lieu la troisième année sera un examen majeur dudit Arrangement à la lumière de son fonctionnement pendant les années précédentes.

5. Le Comité se réunira au plus tard un an avant l'expiration du présent Arrangement pour examiner s'il convient de le proroger, de le modifier ou d'y mettre fin.

Article 11

1. Le Comité des textiles instituera un Organe de surveillance des textiles qui sera chargé de veiller à la mise en oeuvre du présent Arrangement. Cet Organe sera composé d'un Président et de huit membres désignés par les parties au présent Arrangement selon des modalités que le Comité des textiles déterminera à l'effet d'en assurer le fonctionnement efficace. Afin que sa composition reste équilibrée et largement représentative des parties au présent Arrangement, des dispositions seront prises pour que l'attribution des sièges se fasse selon un roulement approprié.

2. L'Organe de surveillance des textiles sera considéré comme un organe permanent et se réunira autant que de besoin pour s'acquitter des fonctions qui lui incombent en vertu du présent Arrangement. Il se fondera sur les renseignements fournis par les pays participants, complétés des précisions et éclaircissements nécessaires qu'il pourra décider de demander à ces pays ou d'obtenir à d'autres sources. En outre, il pourra faire appel à l'assistance technique des services du secrétariat de l'Accord général et entendre les experts techniques proposés par un ou plusieurs de ses membres.

3. L'Organe de surveillance des textiles prendra les mesures qui lui incombent spécifiquement en vertu des articles du présent Arrangement.

4. En l'absence de toute solution admise d'un commun accord dans le cadre des négociations ou des consultations bilatérales entre pays participants qui sont prévues par le présent Arrangement, l'Organe de surveillance des textiles fera, à la demande de l'une ou l'autre des parties et après avoir procédé promptement à un examen approfondi de la question, des recommandations aux parties concernées.

5. A la demande de tout pays participant, l'Organe de surveillance des textiles examinera promptement toutes mesures ou dispositions particulières que ce pays considérerait comme nuisibles à ses intérêts, dès lors que les consultations entre celui-ci et les pays participants directement concernés n'auront pas abouti à une solution satisfaisante. Il fera des recommandations, selon qu'il sera approprié, aux pays participants concernés.

6. Avant de formuler ses recommandations visant toute question particulière dont il aura été saisi, l'Organe de surveillance des textiles sollicitera la participation de tout pays participant au présent Arrangement qui pourrait être touché directement par cette question.

7. L'Organe de surveillance des textiles établira les recommandations ou conclusions qu'il sera appelé à formuler dans un délai de 30 jours si possible, sauf disposition contraire du présent Arrangement. Ces recommandations ou conclusions seront communiquées au Comité des textiles pour l'information de ses membres.

8. Les pays participants s'efforceront d'accepter les recommandations de l'Organe de surveillance des textiles dans leur intégralité. Toutes les fois qu'ils estimeront ne pouvoir se conformer à ces recommandations, ils en indiqueront immédiatement les raisons à l'Organe de surveillance des textiles qu'ils informeront également de la mesure dans laquelle ils peuvent, le cas échéant, donner suite auxdites recommandations.

9. Les problèmes qui subsisteraient entre les parties, après que l'Organe de surveillance des textiles aura établi ses recommandations, pourront être portés devant le Comité des textiles ou devant le Conseil des Représentants des parties contractantes à l'Accord général selon les procédures normales de l'Accord général.

10. Il sera tenu compte de toutes les recommandations et observations de l'Organe de surveillance des textiles au cas où les questions visées par lesdites recommandations et observations seraient ultérieurement portées devant les PARTIES CONTRACTANTES à l'Accord général, en particulier selon les procédures prévues à l'article XXIII dudit Accord.

11. Dans un délai de 15 mois à compter de l'entrée en vigueur du présent Arrangement et par la suite une fois l'an au moins, l'Organe de surveillance des textiles passera en revue toutes les restrictions sur des produits textiles appliquées par les pays participants lors de l'entrée en vigueur du présent Arrangement et présentera ses conclusions au Comité des textiles.

12. L'Organe de surveillance des textiles passera en revue chaque année toutes les restrictions qui auront été instituées et tous les accords bilatéraux qui auront été conclus par des pays participants concernant le commerce de produits textiles depuis l'entrée en vigueur du présent Arrangement et qui doivent lui être signalés conformément aux dispositions dudit Arrangement; il présentera chaque année ses conclusions au Comité des textiles.

Article 12

1. Aux fins du présent Arrangement, l'expression "textiles" comprend seulement les peignés, fils, tissus, articles de confection simple, vêtements et autres produits textiles manufacturés (produits qui tirent leurs caractéristiques principales de leurs composants textiles) en coton, laine, fibres artificielles et synthétiques, ou mélanges des fibres précitées, dans lesquels l'une quelconque de ces fibres ou toutes ces fibres combinées constituent soit l'élément de principale valeur des fibres contenues dans le produit, soit 50 pour cent ou plus, en poids (ou 17 pour cent ou plus en poids de laine), du produit.

2. Les fibres discontinues, câbles pour discontinus, déchets, monofilaments et multifilaments simples, artificiels et synthétiques, ne sont pas visés par le paragraphe 1 ci-dessus. Toutefois, s'il se révèle qu'il existe pour ces produits une situation de désorganisation du marché (au sens de l'Annexe A), les dispositions de l'article 3 (et les autres dispositions du présent Arrangement qui s'y rapportent directement) et celles du paragraphe 1 de l'article 2 du présent Arrangement seront applicables.

3. Le présent Arrangement ne s'appliquera pas aux exportations de tissus de fabrication artisanale obtenus sur métier à main ou de produits de fabrication artisanale faits à la main avec ces tissus tissés à la main effectuées par les pays en voie de développement, ni aux exportations de produits textiles artisanaux relevant du folklore traditionnel, à la condition que ces produits fassent l'objet d'une certification appropriée suivant les dispositions arrêtées entre les pays participants importateurs et exportateurs concernés.

4. Les problèmes d'interprétation des dispositions du présent article devraient être résolus par voie de consultations bilatérales entre les parties concernées, et toute difficulté pourra être portée devant l'Organe de surveillance des textiles.

Article 13

1. Le présent Arrangement sera déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général. Il sera ouvert à l'acceptation, par signature ou autrement, des gouvernements qui sont parties contractantes à l'Accord général ou qui ont accédé à titre provisoire audit Accord, ainsi que de la Communauté économique européenne.

2. Tout gouvernement qui n'est pas partie contractante à l'Accord général ou qui n'a pas accédé à l'Accord général à titre provisoire pourra accéder au présent Arrangement à des conditions à convenir entre lui et les pays participants. Ces conditions comprendront une disposition aux termes de laquelle tout gouvernement qui ne sera pas partie contractante à l'Accord général devra s'engager, en accédant au présent Arrangement, à ne pas introduire de nouvelles restrictions et à ne pas renforcer de restrictions existantes à l'importation de produits textiles, dans la mesure où une telle action serait incompatible avec les obligations de ce gouvernement s'il était partie contractante audit Accord général.

Article 14

1. Le présent Arrangement entrera en vigueur le 1er janvier 1974.

2. Nonobstant les dispositions du paragraphe 1 du présent article, la date d'entrée en vigueur, en ce qui concerne l'application des dispositions de l'article 2, paragraphes 2, 3 et 4, sera le 1er avril 1974.

3. A la demande d'une ou de plusieurs des parties qui ont accepté le présent Arrangement ou qui y ont accédé, une réunion se tiendra au cours de la semaine précédant le 1er avril 1974. Les parties qui, au moment de cette réunion, auront accepté le présent Arrangement ou y auront accédé, pourront convenir de toute modification de la date visée au paragraphe 2 du présent article qui paraîtra nécessaire et qui sera compatible avec les dispositions de l'article 16.

Article 15

Tout pays participant pourra dénoncer le présent Arrangement avec effet à l'expiration d'un délai de soixante jours à compter de la date à laquelle le Directeur général des PARTIES CONTRACTANTES à l'Accord général aura reçu notification écrite de sa dénonciation.

Article 16

La durée de validité du présent Arrangement est de quatre années.

Article 17

Les annexes font partie intégrante du présent Arrangement.

FAIT à Genève, le 20 décembre mil neuf cent soixante-treize, en un seul exemplaire, en langues française, anglaise et espagnole, les trois textes faisant également foi.

ANNEXE A

I. La détermination d'une situation de "désorganisation du marché" au sens du présent Arrangement sera fondée sur l'existence d'un préjudice grave ou d'une menace réelle de préjudice grave pour les producteurs nationaux. Ce préjudice doit être manifestement imputable aux facteurs énoncés au paragraphe II ci-dessous et non à des facteurs tels que des modifications techniques ou des changements dans les préférences des consommateurs qui contribuent à porter le marché vers des produits similaires et/ou directement concurrents fabriqués par la même industrie, ou à des facteurs analogues. L'existence du préjudice sera établie au moyen d'un examen des facteurs appropriés qui ont une incidence sur l'évolution de la situation de l'industrie en question, tels que chiffre d'affaires, part détenue dans le marché, profits, niveau des exportations, emploi, volume des importations génératrices de désorganisation et des autres importations, production, capacité utilisée, productivité et investissements. Aucun de ces facteurs considérés isolément ni même plusieurs de ces facteurs ne fournissent nécessairement un critère décisif.

II. Les facteurs à l'origine de la désorganisation du marché auxquels se réfère le paragraphe I ci-dessus et qui se présentent généralement en association sont les suivants:

i) les importations de certains produits en provenance de sources déterminées s'accroissent ou menacent de s'accroître brusquement et dans des proportions substantielles. L'accroissement menaçant doit être mesurable et il ne sera pas conclu à sa matérialité sur la base d'allégations, de conjectures ou de simples possibilités découlant, par exemple, de l'existence d'une capacité de production dans les pays exportateurs;

ii) ces produits sont offerts à des prix notablement inférieurs à ceux qui sont pratiqués sur le marché du pays importateur pour des produits similaires de qualité comparable. Ces prix seront comparés à la fois au prix du produit national à un stade comparable de la commercialisation et aux prix généralement pratiqués pour de tels produits vendus à l'occasion d'opérations commerciales normales et dans des conditions de pleine concurrence par d'autres pays exportateurs dans le pays importateur.

III. Dans l'examen des questions de "désorganisation du marché", il sera tenu compte des intérêts du pays exportateur, eu égard spécialement à son stade de développement, à l'importance du secteur textile dans son économie, à la situation de l'emploi, à sa balance générale du commerce des textiles, à sa balance des échanges avec le pays importateur concerné et à sa balance globale des paiements.

ANNEXE B

1. a) Le niveau au-dessous duquel les importations ou les exportations de produits textiles ne peuvent être limitées par application des dispositions de l'article 3, est le niveau des importations ou des exportations effectives des produits en cause dans la période de douze mois échue deux mois ou, si l'on ne dispose pas de renseignements, trois mois avant celui où a été présentée la demande de consultation, ou, le cas échéant, avant la date à laquelle aura été engagée la procédure interne concernant la désorganisation du marché des textiles que requiert éventuellement la législation nationale, ou dans la période échue deux mois ou, si l'on ne dispose pas de renseignements, trois mois avant celui où la demande de consultation a été présentée par suite de cette procédure intérieure, si cette période est postérieure à la première.

b) S'il existe entre les pays participants concernés, une mesure de limitation du niveau annuel des exportations ou des importations relevant de l'article 2, 3 ou 4, qui s'applique à la période de douze mois visée à l'alinéa a), le niveau au-dessous duquel les importations de produits textiles qui causent une désorganisation du marché ne peuvent être limitées par application des dispositions de l'article 3, est le niveau prévu par la mesure de limitation et non le niveau des importations ou des exportations effectives de la période de douze mois visée à l'alinéa a).

Si la période de douze mois visée à l'alinéa a) coïncide en partie avec la période de validité de la limitation, le niveau en question est:

i) le niveau prévu par la limitation ou le niveau des importations ou des exportations effectives si celui-ci est plus élevé, excepté en cas de dépassement de quantum, pour les mois communs à la période de validité de la limitation et à la période de douze mois visée à l'alinéa a);

ii) le niveau des importations ou des exportations effectives, pour les mois propres à chaque période.

c) Si la période visée à l'alinéa a) est spécialement défavorable à un pays exportateur particulier en raison de circonstances anormales, les importations effectuées en provenance de ce pays pendant plusieurs années devraient être prises en considération.

d) Si les importations ou les exportations de produits textiles faisant l'objet de limitations ont été nulles ou négligeables pendant la période de douze mois visée à l'alinéa a), un niveau d'importation raisonnable tenant compte des possibilités futures du pays exportateur est fixé après consultation entre les pays participants concernés.

2. Si les mesures de limitation restent en vigueur pour une nouvelle période de douze mois, le niveau applicable à cette période n'est pas inférieur au niveau fixé pour la précédente période de douze mois, majoré d'au moins 6 pour cent pour les produits soumis à limitation. Dans les cas exceptionnels, où il y a des raisons évidentes de considérer que la situation de désorganisation du

43-377 O - 75 - 66

marché se reproduira si le coefficient de croissance ci-dessus est appliqué, un coefficient de croissance positif moins élevé peut être fixé après consultation avec le ou les pays exportateurs concernés. Dans les cas exceptionnels où des pays importateurs participants n'ont qu'un petit marché, avec un niveau d'importations exceptionnellement élevé et une production intérieure corrélativement basse, et où l'application du coefficient de croissance ci-dessus causerait un préjudice à la production minimum viable de ces pays, un coefficient de croissance positif moins élevé peut être fixé après consultation avec le ou les pays exportateurs concernés.

3. Si les mesures de limitation restent en vigueur durant d'autres périodes, le niveau applicable pour chacune de ces périodes n'est pas inférieur au niveau fixé pour la période de douze mois qui la précède, majoré de 6 pour cent, à moins qu'un élément nouveau ne prouve, conformément à l'Annexe A, que l'application du coefficient de croissance ci-dessus exacerberait l'état de désorganisation du marché. Dans ces conditions, après consultation avec le pays exportateur concerné et après qu'il en aura été référé à l'Organe de surveillance des textiles conformément aux procédures de l'article 3, un coefficient de croissance positif moins élevé peut être fixé.

4. Au cas où une restriction ou une limitation est instituée en vertu de l'article 3 ou de l'article 4 en ce qui concerne un ou plusieurs produits à l'égard desquels une restriction ou limitation aurait été supprimée conformément aux dispositions de l'article 2, la restriction ou la limitation ultérieure ne sera pas rétablie sans que soient pleinement prises en considération les limites aux échanges prévues par la restriction ou la limitation supprimée.

5. Lorsqu'une limitation est appliquée à plus d'un produit, les pays participants conviennent, à la condition que le total des exportations qui font l'objet de mesures de limitation ne dépasse pas le total fixé pour l'ensemble des produits faisant l'objet desdites limitations (sur la base d'une unité commune qui sera déterminée par les pays participants concernés), que le niveau convenu pour un produit quelconque pourra être dépassé de 7 pour cent, sauf dans des circonstances qui ne pourront être invoquées qu'exceptionnellement et avec modération et où un pourcentage moins élevé pourra être justifié, auquel cas ce pourcentage moins élevé ne sera pas inférieur à 5 pour cent. Lorsque des limitations sont établies pour plus d'une année, la mesure dans laquelle le niveau total de limitation applicable à un produit ou à un groupe de produits peut, après consultation entre les parties concernées, être dépassé au cours de l'une ou l'autre de deux années consécutives, par le jeu de l'utilisation anticipée et/ou du report, est de 10 pour cent, dont l'utilisation anticipée ne représentera pas plus de 5 pour cent.

6. Dans l'application des mesures de limitation et des coefficients de croissance spécifiés aux paragraphes 1 à 3 ci-dessus, il est tenu pleinement compte des dispositions de l'article 6.

ACUERDO RELATIVO AL COMERCIO INTERNACIONAL
DE LOS TEXTILES

PREÁMBULO

Reconociendo la gran importancia de la producción y el comercio de los productos textiles de lana, fibras artificiales y sintéticas y algodón para la economía de muchos países y su especial importancia para el desarrollo económico y social de los países en desarrollo y para la expansión y diversificación de sus ingresos de exportación, y conscientes también de la especial importancia del comercio de los productos textiles de algodón para muchos países en desarrollo;

Reconociendo además que la situación del comercio mundial de productos textiles tiende a ser insatisfactoria y que si no se resuelve convenientemente, podría redundar en detrimento de los países que participan en el comercio de productos textiles, ya sea como importadores, como exportadores o en ambos conceptos, afectar desfavorablemente a las perspectivas de cooperación internacional en la esfera comercial y tener repercusiones desfavorables para las relaciones comerciales en general;

Tomando nota de que esta situación insatisfactoria se caracteriza por la proliferación de medidas restrictivas, con inclusión de medidas discriminatorias, que son incompatibles con los principios del Acuerdo General sobre Aranceles Aduaneros y Comercio y que, en algunos países importadores, han surgido situaciones que, a juicio de estos países, desorganizan o amenazan desorganizar sus mercados interiores;

Deseando emprender una acción constructiva y cooperativa, dentro de un marco multilateral, a fin de tratar esta situación de manera que se promueva sobre una base sana el desarrollo de la producción y la expansión del comercio de productos textiles y se logre progresivamente la reducción de los obstáculos al comercio y la liberalización de los intercambios mundiales de estos productos;

Reconociendo que en la realización de esta acción convendrá tener constantemente presente la naturaleza variable y en continua evolución de la producción y el comercio de productos textiles y habrá que tener muy en cuenta los graves problemas económicos y sociales que existen en esta esfera, tanto en los países importadores como en los exportadores, y especialmente en los países en desarrollo;

Reconociendo además que dicha acción debe estar encaminada a facilitar la expansión económica y fomentar el desarrollo de los países en desarrollo que posean los recursos necesarios, tales como materias y capacitación técnica, dando mayores oportunidades a esos países, comprendidos los que hayan accedido recientemente o puedan hacerlo en un futuro próximo a la exportación de textiles, para aumentar sus ingresos de divisas mediante la venta en los mercados mundiales de productos que pueden producir eficientemente;

Reconociendo que el futuro desarrollo armónico del comercio de los textiles, habida cuenta especialmente de las necesidades de los países en desarrollo, también depende de manera importante de cuestiones que quedan fuera del alcance del presente Acuerdo, y que a este respecto uno de esos factores es lograr progresos conducentes a la reducción de los aranceles y al mantenimiento y mejoramiento de los esquemas de preferencias generalizadas, de conformidad con le Declaración de Tokio;

Decididas a tener plenamente en consideración los principios y objetivos del Acuerdo General sobre Aranceles Aduaneros y Comercio (en adelante denominado Acuerdo General) y, en la prosecución de los fines del presente Acuerdo, a aplicar efectivamente los principios y objetivos acordados en la Declaración de Ministros de Tokio, de fecha 14 de septiembre de 1973, relativa a las Negociaciones Comerciales Multilaterales;

Las PARTES EN EL PRESENTE ACUERDO convienen en lo siguiente:

Artículo 1

1. Puede ser deseable, durante los próximos años, que los países participantes[1] apliquen medidas prácticas especiales de cooperación internacional en la esfera de los textiles con objeto de eliminar las dificultades que existen en dicha esfera.

2. Los objetivos básicos serán conseguir la expansión del comercio, la reducción de los obstáculos a ese comercio y la liberalización progresiva del comercio mundial de productos textiles, y al mismo tiempo asegurar el desarrollo ordenado y equitativo de ese comercio y evitar los efectos desorganizadores en los distintos mercados y en las distintas ramas de producción, tanto en los países importadores como en los exportadores. En el caso de aquellos países que tienen mercados pequeños, un nivel excepcionalmente elevado de importaciones y, correlativamente, un nivel bajo de producción interior, debe tenerse en cuenta la necesidad de evitar perjuicios a la producción mínima viable de textiles de esos países.

3. Un objetivo principal en la aplicación del presente Acuerdo será fomentar el desarrollo económico y social de los países en desarrollo, conseguir un aumento substancial de sus ingresos de exportación procedentes de los productos textiles y darles la posibilidad de conseguir una mayor participación en el comercio mundial de estos productos.

[1] A efectos del presente Acuerdo se entenderá que las expresiones "país participante", "país exportador participante" y "país importador participante" comprenden igualmente a la Comunidad Económica Europea.

4. Las acciones emprendidas en virtud del presente Acuerdo no interrumpirán o desalentarán el proceso autónomo de ajuste industrial de los países participantes. Además, las acciones emprendidas en virtud del presente Acuerdo deberán ir acompañadas de la prosecución, en forma compatible con las legislaciones y sistemas nacionales, de políticas económicas y sociales adecuadas exigidas por los cambios en la estructura del comercio de textiles y en las ventajas comparativas de los países participantes, que estimulen a las empresas que son menos competitivas en el plano internacional a pasar progresivamente a ramas de producción más viables o a otros sectores de la economía y facilitar un mayor acceso a sus mercados para los productos textiles procedentes de los países en desarrollo.

5. La aplicación de medidas de salvaguardia en virtud del presente Acuerdo, supeditada a condiciones y criterios reconocidos y bajo la vigilancia de un órgano internacional creado para este fin y en conformidad con los principios y objetivos del presente Acuerdo, puede llegar a ser necesaria en circunstancias excepcionales en la esfera del comercio de los productos textiles y debe coadyuvar a cualquier proceso de ajuste que pueda ser exigido por los cambios en la estructura del comercio mundial de productos textiles. Las partes en el presente Acuerdo se comprometen a no aplicar tales medidas excepto de conformidad con las disposiciones del presente Acuerdo y teniendo plenamente en consideración las consecuencias de dichas medidas para otras partes.

6. Las disposiciones del presente Acuerdo no afectarán a los derechos y obligaciones que corresponden a los países participantes en virtud del Acuerdo General.

7. Los países participantes reconocen que, puesto que las medidas que se tomen en virtud del presente Acuerdo están concebidas para los problemas especiales de los productos textiles, ha de considerarse que son excepcionales y que no se prestan a su aplicación en otras esferas.

Artículo 2

1. Todas las restricciones cuantitativas unilaterales existentes, los acuerdos bilaterales y cualesquiera otras medidas cuantitativas vigentes que tengan efectos restrictivos, serán notificadas en detalle al Organo de Vigilancia de los Textiles por el país participante que imponga las limitaciones desde la aceptación del presente Acuerdo o la adhesión al mismo y el Organo de Vigilancia de los Textiles transmitirá las notificaciones a los demás países participantes para su información. Las medidas o los acuerdos no notificados por un país participante a los sesenta días de haber aceptado el presente Acuerdo o de haberse adherido al mismo se considerarán incompatibles con el Acuerdo y se suprimirán inmediatamente.

2. A menos que estén justificadas por las disposiciones del Acuerdo General (incluidos sus Anexos y Protocolos), todas las restricciones cuantitativas unilaterales y cualesquiera otras medidas cuantitativas que tengan un efecto restrictivo y sean notificadas conforme a lo previsto en el párrafo 1 supra se suprimirán en un plazo de un año a partir de la entrada en vigor del presente Acuerdo, a no ser que se las someta a uno de los siguientes procedimientos para ponerlas en conformidad con las disposiciones del presente Acuerdo:

i) inclusión en un programa, que se deberá adoptar y notificar al Organo de Vigilancia de los Textiles dentro del plazo de un año a contar desde la fecha de entrada en vigor del presente Acuerdo, destinado a eliminar por etapas las restricciones existentes en un período máximo de tres años a partir de la entrada en vigor del presente Acuerdo y teniendo en cuenta cualquier acuerdo bilateral que se haya celebrado o esté siendo negociado conforme a lo previsto en el apartado ii) infra, quedando entendido que en el primer año se hará un importante esfuerzo que abarque tanto una eliminación substancial de las restricciones como un incremento substancial de los contingentes subsistentes;

ii) inclusión, dentro de un plazo de un año a partir de la entrada en vigor del presente Acuerdo, en acuerdos bilaterales negociados o en curso de negociación, en cumplimiento de las disposiciones del artículo 4; si, por razones excepcionales, cualquiera de esos acuerdos bilaterales no se celebra dentro del período de un año, dicho período, tras consulta de los países participantes interesados y con el asentimiento del Organo de Vigilancia de los Textiles, podrá prorrogarse por un año como máximo;

iii) inclusión en acuerdos negociados o en medidas adoptadas conforme a lo dispuesto en el artículo 3.

3. A menos que estén justificados por las disposiciones del Acuerdo General (incluidos sus Anexos y Protocolos), todos los acuerdos bilaterales existentes y notificados con arreglo al párrafo 1 de este artículo serán derogados, justificados en virtud de las disposiciones del presente Acuerdo o modificados para que cumplan con tales disposiciones en el plazo de un año a partir de la entrada en vigor del presente Acuerdo.

4. A efectos de los párrafos 2 y 3 supra, los países participantes proporcionarán las máximas facilidades para la celebración de consultas y negociaciones bilaterales a fin de llegar a soluciones mutuamente aceptables de conformidad con los artículos 3 y 4 del presente Acuerdo, y permitir, a partir del primer año de aceptación del presente Acuerdo, la eliminación más completa posible de las restricciones existentes. Comunicarán específicamente al Organo de Vigilancia de los Textiles dentro del año siguiente a la entrada en vigor del presente Acuerdo la situación en que se encuentren cualesquiera acciones o negociaciones emprendidas de conformidad con este artículo.

5. El Organo de Vigilancia de los Textiles terminará el examen de tales informes dentro de los 90 días siguientes al de su recepción. En su examen estudiará si todas las acciones emprendidas están en conformidad con el presente Acuerdo. Podrá hacer a los países participantes directamente interesados las recomendaciones que considere apropiadas para facilitar la aplicación del presente artículo.

Artículo 3

1. A menos que estén justificadas de conformidad con las disposiciones del Acuerdo General (incluidos sus Anexos y Protocolos), los países participantes no deberán introducir ninguna nueva restricción al comercio de productos textiles ni intensificar las restricciones existentes, salvo en el caso de que una acción de esta índole esté justificada según las disposiciones del presente artículo.

2. Los países participantes convienen en que sólo se deberá recurrir al presente artículo con moderación y en que su aplicación se limitará a los productos exactos y a los países cuyas exportaciones de esos productos estén causando una desorganización del mercado tal como se define en el Anexo A, teniendo plenamente en cuenta los principios convenidos y los objetivos enunciados en el presente Acuerdo y tomando totalmente en consideración los intereses tanto de los países importadores como de los exportadores. Los países participantes tendrán en cuenta las importaciones procedentes de todos los países y procurarán mantener un grado de equidad adecuado. Procurarán evitar las medidas discriminatorias cuando la desorganización del mercado se deba a importaciones procedentes de más de un país participante y cuando sea inevitable recurrir a la aplicación del presente artículo, teniendo presentes las disposiciones del artículo 6.

3. Si un país importador participante estima que su mercado, según la definición de desorganización del mercado que figura en el Anexo A, está siendo desorganizado por las importaciones de un determinado producto textil que no es ya objeto de limitación, solicitará la celebración de consultas con el país o países exportadores participantes interesados a fin de eliminar tal desorganización. El país importador podrá indicar en su solicitud el nivel específico al que considera que deberían limitarse las exportaciones de dichos productos, nivel que no será inferior al nivel general indicado en el Anexo B. El país o países exportadores interesados responderán rápidamente a la solicitud de celebración de consultas. La solicitud del país importador irá acompanada por una declaración detallada de los hechos, razones y justificación de la misma, con inclusión de los últimos datos relativos a los elementos de desorganización del mercado, información que el país solicitante comunicará al mismo tiempo al Presidente del Organo de Vigilancia de los Textiles.

4. Si en las consultas hay un entendimiento mutuo de que la situación requiere restricciones al comercio del producto textil de que se trate, el nivel de restricción que se fije no será inferior al indicado en el Anexo B. Los detalles del acuerdo a que se llegue serán comunicados al Organo de Vigilancia de los Textiles, el cual determinará si el acuerdo está justificado de conformidad con las disposiciones del presente Acuerdo.

5. i) Sin embargo, si transcurridos sesenta días a partir de la fecha en que el país o los países exportadores participantes han recibido la solicitud, no se ha llegado a un acuerdo sobre la solicitud de limitación de las exportaciones o sobre cualquier otra posible solución, el país participante solicitante podrá negarse a aceptar importaciones a consumo procedentes del país o países participantes citados en el párrafo 3 supra, de los textiles y productos textiles que causen una desorganización del mercado (según se define en el Anexo A), a un nivel, para un período de 12 meses a partir de la fecha de recepción de la solicitud por el país o países exportadores participantes, que no será inferior al nivel fijado en el Anexo B. Dicho nivel podrá ser reajustado en sentido ascendente, en la medida de lo posible y compatible con los objetivos del presente artículo, a fin de evitar dificultades indebidas a las empresas comerciales que participen en los intercambios de que se trate. Al mismo tiempo, se someterá el asunto a la inmediata atención del Organo de Vigilancia de los Textiles.

ii) Sin embargo, cada una de las partes tendrá la posibilidad de someter el asunto al Organo de Vigilancia de los Textiles antes de la expiración del período de sesenta días.

iii) En cualquiera de los dos casos, el Organo de Vigilancia de los Textiles realizará prontamente el examen del asunto y formulará las recomendaciones apropiadas a las partes directamente interesadas dentro de los treinta días siguientes a la fecha en que se le someta el asunto. Tales recomendaciones se comunicarán también al Comité de los Textiles y al Consejo de Representantes de las partes contratantes del Acuerdo General para su información. A la recepción de tales recomendaciones, los países participantes interesados deberán reexaminar las medidas adoptadas o previstas para determinar si procede introducirlas, mantenerlas, modificarlas o derogarlas.

6. En circunstancias muy excepcionales y críticas, cuando las importaciones de uno o más productos textiles efectuadas durante el período de sesenta días citado en el párrafo 5 supra causarían una grave desorganización del mercado que originaría un perjuicio de difícil reparación, el país importador recabará del país exportador interesado su inmediata colaboración para evitar tal perjuicio, sobre una base bilateral y de emergencia, y al mismo tiempo comunicará inmediatamente al Organo de Vigilancia de los Textiles todos los detalles de la situación. Los países interesados podrán adoptar cualquier arreglo provisional mutuamente aceptable que consideren necesario para tratar la situación, sin perjuicio de las consultas sobre la cuestión a que pudieran proceder en virtud del párrafo 3 del presente artículo. Si no se adopta tal arreglo provisional podrán aplicarse medidas temporales de limitación a un nivel superior al indicado en el Anexo B, con miras especialmente a evitar dificultades indebidas a las empresas comerciales que participen en los intercambios de que se trate. Salvo en el caso de que exista la posibilidad de pronta entrega que desvirtuaría la finalidad de la medida, el país importador notificará tales medidas, al menos con una semana de antelación, al país o los países exportadores participantes e iniciará o continuará las consultas previstas en el párrafo 3 del presente artículo. Si se adopta una medida en virtud del presente párrafo, cualquiera de las

partes podrá someter el asunto al Organo de Vigilancia de los Textiles. Este procederá del modo previsto en el párrafo 5 supra. Después de haber recibido las recomendaciones del Organo de Vigilancia de los Textiles, el país importador participante reexaminará las medidas adoptadas e informará sobre ellas al Organo de Vigilancia de los Textiles.

7. Si se recurre a las medidas previstas en el presente artículo, los países participantes tratarán de evitar, al tomarlas, que se causen perjuicios a la producción y a las ventas de los países exportadores, y particularmente de los países en desarrollo, y evitarán que cualquiera de estas medidas adopte una forma que dé lugar al establecimiento de obstáculos no arancelarios adicionales al comercio de los productos textiles. Mediante prontas consultas, estos países establecerán además procedimientos apropiados, particularmente para las mercancías que se hayan expedido o que estén a punto de serlo. Si no se llega a un acuerdo, podrá somertese el asunto al Organo de Vigilancia de los Textiles, el cual hará las recomendaciones apropiadas.

8. Las medidas adoptadas de conformidad con el presente artículo podrán establecerse por períodos limitados que no excedan de un año, renovables o prorrogables por períodos adicionales de un año, previo acuerdo entre los países participantes directamente interesados en su renovación o prórroga. Serán de aplicación en tales casos las disposiciones del Anexo B. Las propuestas de renovación o prórroga, o de modificación, o de eliminación, o cualquier desacuerdo al respecto, se someterán al Organo de Vigilancia de los Textiles, el cual hará las recomendaciones apropiadas. Sin embargo, podrán concluirse con arreglo al presente artículo acuerdos bilaterales de limitación por períodos de una duración superior a un año, de conformidad con las disposiciones del Anexo B.

9. Los países participantes tendrán constantemente en examen las medidas que hayan adoptado en virtud del presente artículo y darán a cualquiera de los países participantes afectados por ellas oportunidades adecuadas de entablar consultas a fin de eliminar dichas medidas cuanto antes. Presentarán al Organo de Vigilancia de los Textiles de vez en cuando, y en todo caso una vez al año, un informe sobre los progresos realizados en la eliminación de dichas medidas.

Artículo 4

1. Al aplicar su política comercial en el sector textil, los países participantes tendrán muy en cuenta que, por la aceptación del presente Acuerdo o por su adhesión, están obligados a seguir un método multilateral para buscar soluciones a las dificultades que se planteen en el sector.

2. No obstante, siempre que ello sea compatible con los objetivos y principios básicos del presente Acuerdo, los países participantes podrán concluir acuerdos bilaterales en condiciones mutuamente aceptables a fin de, por una parte, eliminar riesgos reales de desorganización del mercado (según se la define en el Anexo A) en los países importadores y una desorganización del comercio de textiles en los países exportadores y, por otra parte, asegurar la expansión y el desarrollo ordenado del comercio de textiles y un trato equitativo para los países participantes.

3. Los acuerdos bilaterales que se apliquen de conformidad con este artículo serán en su conjunto, niveles básicos y coeficientes de crecimiento incluidos, más liberales que las medidas previstas en el artículo 3 del presente Acuerdo. Estos acuerdos bilaterales se formularán y administrarán de manera que faciliten la total exportación de los niveles en ellos estipulados y contendrán disposiciones que garanticen una flexibilidad substancial para llevar a cabo los intercambios comerciales que se rijan por ellas, y que sean compatibles con la necesidad de lograr una expansión ordenada de esos intercambios y con la situación en el mercado interior del país importador interesado. Esas disposiciones podrán comprender las cuestiones de los niveles básicos, el crecimiento, el reconocimiento de la creciente intercambiabilidad de las fibras naturales, artificiales y sintéticas, la utilización anticipada, la transferencia de remanentes del año anterior, las transferencias de un grupo de productos a otro y cualquier otra disposición que sea mutuamente satisfactoria para las partes en dichos acuerdos bilaterales.

4. Dentro de los treinta días siguientes al de su fecha de efectividad, los países participantes comunicarán al Organo de Vigilancia de los Textiles detalles completos acerca de los acuerdos celebrados conforme a lo dispuesto en el presente artículo. El Organo de Vigilancia de los Textiles será informado prontamente cuando cualquiera de tales acuerdos aea modificado o derogado. El Organo de Vigilancia de los Textiles podrá hacer a las partes interesadas las recomendaciones que considere apropiadas.

Artículo 5

Las restricciones a la importación de productos textiles establecidas en virtud de las disposiciones de los artículos 3 y 4 se administrarán de manera flexible y equitativa, evitando el exceso de categorías. Los países participantes, en consulta entre sí, tomarán disposiciones para administrar los contingentes y los niveles de limitación, con inclusión de las apropiadas para la distribución de los contingentes entre los exportadores, de manera que se facilite la total utilización de esos contingentes. El país importador participante deberá tener plenamente en cuenta factores tales como la existencia de clasificaciones arancelarias o unidades de cantidad basadas en los usos comerciales normales en las transacciones de exportación e importación, tanto por lo que respecta a la composición en fibras como a la competencia en el mismo subsector de su mercado interior.

Artículo 6

1. Reconociendo que los países participantes están obligados a prestar especial atención a las necesidades de los países en desarrollo, se considerará apropiado y compatible con las obligaciones de la equidad que aquellos países importadores que apliquen en virtud del presente Acuerdo restricciones que afecten al comercio de los países en desarrollo prevean para ellos condiciones más favorables que para otros países por lo que se refiere a esas restricciones, con inclusión de elementos tales como niveles básicos y coeficientes de crecimiento. En el caso de los países en desarrollo cuyas exportaciones estén ya sujetas a restricciones y si esas restricciones se mantienen en virtud del presente Acuerdo, deberán preverse contingentes más elevados y coeficientes de crecimiento liberales. Sin embargo, deberá tenerse presente la necesidad de no perjudicar indebidamente los intereses de los abastecedores establecidos y de no perturbar gravemente las estructuras comerciales existentes.

2. Reconociendo la necesidad de dar un trato especial a las exportaciones de productos textiles procedentes de países en desarrollo, al fijar los contingentes para sus exportaciones de productos de aquellos sectores textiles en los que sean nuevos exportadores a los mercados de que se trate no se aplicará el criterio de las exportaciones realizadas en el pasado y se concederá un coeficiente de crecimiento más alto para tales exportaciones, teniendo presente que este trato especial no perjudique indebidamente los intereses de los abastecedores establecidos ni cree perturbaciones graves en las estructuras comerciales existentes.

3. Normalmente deberán evitarse las limitaciones de las exportaciones de países participantes cuyo volumen total de exportaciones textiles sea pequeño en comparación con el volumen total de las exportaciones de otros países si las exportaciones de los primeros representan un porcentaje pequeño del total de las importaciones de textiles comprendidos en el presente Acuerdo efectuadas por el país importador interesado.

4. Cuando se apliquen restricciones al comercio de textiles de algodón conforme a lo previsto en el presente Acuerdo, se prestará una consideración especial a la importancia de ese comercio para los países en desarrollo interesados al determinar el volumen de los contingentes y el elemento de crecimiento.

5. En la medida de lo posible los países participantes no aplicarán limitaciones al comercio de productos textiles originarios de otros países participantes que se importen en régimen de importación temporal para su reexportación después de elaborados, con sujeción a un sistema satisfactorio de control y certificación.

6. Se dará consideración a la aplicación de un trato especial y diferenciado a las reimportaciones en un país participante de productos textiles que ese país haya exportado a otro país participante para su elaboración y subsiguiente reimportación, a la luz de la naturaleza especial de ese comercio y sin perjuicio de las disposiciones del artículo 3.

Artículo 7

Los países participantes adoptarán medidas para asegurar el funcionamiento efectivo del presente Acuerdo mediante el intercambio de información, incluyendo, cuando se soliciten, estadísticas de importación y de exportación, así como por otros medios prácticos.

Artículo 8

1. Los países participantes convienen en evitar que se eluda la observancia del presente Acuerdo mediante la reexpedición, la desviación o la intervención de países no participantes. Especialmente, estén de acuerdo sobre las medidas previstas en el presente artículo.

2. Los países participantes convienen en colaborar con miras a la adopción de medidas administrativas apropiadas para evitar tal inobservancia. Cuando un país participante crea que se ha eludido el cumplimiento del Acuerdo y que no se están aplicando medidas administrativas apropiadas para evitar tal hecho, dicho

país deberá celebrar consultas con el país exportador de origen y con otros países implicados en la inobservancia a fin de buscar pronto una solución mutuamente satisfactoria. Si no se encuentra tal solución, se remitirá el asunto al Organo de Vigilancia de los Textiles.

3. Los países participantes convienen en que, si se recurre a las medidas previstas en los artículos 3 y 4, el país o países importadores participantes interesados tomarán disposiciones para garantizar que las exportaciones del país participante contra las cuales se adopten tales medidas no se limitarán con mayor severidad que las exportaciones de mercancías similares de cualquier país que no sea parte en el presente Acuerdo que causen, o realmente amenacen causar, una desorganización del mercado. El país o países importadores participantes interesados acogerán con espíritu favorable las gestiones de los países exportadores participantes que tiendan a señalar que este principio no se cumple o que el funcionamiento del presente Acuerdo queda invalidado por el comercio con países que no son parte en él. Si dicho comercio invalida el funcionamiento del presente Acuerdo, los países participantes estudiarán la posibilidad de adoptar las medidas que sean compatibles con su legislación a fin de impedir la invalidación.

4. Los países participantes interesados comunicarán al Organo de Vigilancia de los Textiles todos los detalles de cualesquiera medidas o arreglos adoptados en virtud del presente artículo o sobre cualquier divergencia existente y, cuando así se le solicite, el Organo de Vigilancia de los Textiles formulará informes o recomendaciones según proceda.

Artículo 9

1. Habida cuenta de las salvaguardias previstas en el presente Acuerdo, los países participantes se abstendrán en lo posible de adoptar medidas comerciales adicionales que puedan tener el efecto de anular los objetivos del presente Acuerdo.

2. Cuando un país participante constata que sus intereses están siendo gravemente afectados por una medida de ese tipo adoptada por otro país participante, el primer país podrá solicitar del país que aplique la medida que consulte con él para remediar la situación.

3. Si con la consulta no se llega a una solución mutuamente satisfactoria en un plazo de sesenta días, el país participante que la haya solicitado podrá someter el asunto al Organo de Vigilancia de los Textiles, el cual lo examinará prontamente. El país participante interesado queda en libertad de someter el asunto a dicho Organo antes de que expire el plazo de sesenta días si considera que hay motivos justificados para hacerlo así. El Organo de Vigilancia de los Textiles hará a los países participantes las recomendaciones que considere apropiadas.

Artículo 10

1. Se establece en el marco del Acuerdo General un Comité de los Textiles compuesto por los representantes de las partes en el presente Acuerdo. El Comité desempeñará las funciones que se le asignan a este Acuerdo.

2. El Comité se reunirá de vez en cuando, y al menos una vez al año, para desempeñar sus funciones y tratar los asuntos que le someta específicamente el Organo de Vigilancia de los Textiles. Preparará los estudios que los países participantes decidan encomendarle. Realizará un análisis de la situación por que atraviesen la producción y el comercio mundiales de productos textiles, con inclusión de cualesquiera medidas que faciliten el reajuste, y expondrá sus opiniones acerca de la manera de fomentar la expansión y la liberalización del comercio de productos textiles. Reunirá la información estadística y de otro tipo necesaria para cumplir sus funciones y estará facultado para pedir a los países participantes que le suministren tal información.

3. Cualquier discrepancia que surja entre los países participantes en cuanto a la interpretación o aplicación del presente Acuerdo podrá ser sometida al Comité para que éste dictamine.

4. El Comité examinará una vez al año el funcionamiento del presente Acuerdo e informará de ello al Consejo de Representantes de las partes contratantes del Acuerdo General. Para asistirle en este examen, el Organo de Vigilancia de los Textiles establecerá a la intención del Comité un informe, del que se transmitirá también copia al Consejo. El examen que se efectúe el tercer año será una revisión general del presente Acuerdo, habida cuenta de su funcionamiento en los años anteriores.

5. El Comité se reunirá a más tardar un año antes de la expiración del presente Acuerdo para examinar si procede prorrogarlo, modificarlo o derogarlo.

Artículo 11

1. El Comité de los Textiles creará un Organo de Vigilancia de los Textiles encargado de velar por la aplicación del presente Acuerdo. Estará compuesto por un Presidente y ocho miembros, designados por los países parte en el presente Acuerdo conforme al procedimiento que decida el Comité de los Textiles de manera que se asegure su eficaz funcionamiento. A fin de que su composición sea equilibrada y ampliamente representativa de las partes en el presente Acuerdo, se tomarán disposiciones para la apropiada rotación de los miembros.

2. El Organo de Vigilancia de los Textiles tendrá el carácter de órgano permanente y se reunirá cuantas veces sean necesarias para desempeñar las funciones que se le exigen en virtud del presente Acuerdo. Se basará en las informaciones que le comuniquen los países participantes, completadas por cualesquiera detalles y aclaraciones necesarios que decida recabar de dichos países o de otras fuentes. Además, podrá basarse en la asistencia técnica que le presten los servicios de la Secretaría del Acuerdo General y oír también los informes de los expertos técnicos que le proponga uno o más de sus miembros.

3. El Organo de Vigilancia de los Textiles tomará las medidas cuya adopción le exija específicamente el articulado del presente Acuerdo.

4. Si no se llega a ninguna solución mutuamente convenida en las negociaciones o las consultas bilaterales entre países participantes previstas en el presente Acuerdo, el Organo de Vigilandia de los Textiles, a petición de cualquiera de las partes y después de un pronto examen a fondo del asunto, hará recomendaciones a las partes interesadas.

5. A petición de cualquier país participante, el Organo de Vigilancia de los Textiles examinará con prontitud cualquier medida o disposición concreta que ese país considere perjudicial para sus intereses cuando las consultas entre tal país y los países participantes directamente interesados no hayan permitido llegar a una solución satisfactoria. El Organo hará las recomendaciones adecuadas al país o países participantes interesados.

6. Antes de formular sus recomendaciones sobre cualquier asunto concreto que se le confíe, el Organo de Vigilancia de los Textiles invitará a los países participantes que puedan resultar directamente afectados por el asunto de que se trate a sumarse a las partes en dicho asunto.

7. Cuando se pida al Organo de Vigilancia de los Textiles que formule recomendaciones o conclusiones, el Organo lo hará dentro de un plazo de treinta días siempre que sea posible, salvo disposición contraria en el presente Acuerdo. Todas esas recomendaciones o conclusiones serán comunicadas al Comité de los Textiles para información de sus miembros.

8. Los países participantes procurarán aceptar íntegramente las recomendaciones del Organo de Vigilancia de los Textiles. En el caso de que se consideren imposibilitados de seguir alguna de tales recomendaciones, comunicarán inmediatamente al Organo de Vigilancia de los Textiles los motivos de su actitud y, en su caso, la medida en que puedan seguir las recomendaciones.

9. Si, después de haberse formulado recomendaciones por el Organo de Vigilancia de los Textiles, persisten entre las partes algunos problemas, éstos podrán ser sometidos a la atención del Comité de los Textiles o del Consejo de Representantes de las partes contratantes del Acuerdo General según los procedimientos normales del Acuerdo General.

10. Las recomendaciones y observaciones del Organo de Vigilancia de los Textiles deberán ser tomadas en cuenta en caso de que los asuntos relacionados con dichas recomendaciones y observaciones se sometan ulteriormente a la atención de las PARTES CONTRATANTES del Acuerdo General, en particular según el procedimiento del artículo XXIII del Acuerdo General.

11. Dentro de los quince meses siguientes a la entrada en vigor del presente Acuerdo y posteriormente una vez al año como mínimo, el Organo de Vigilancia de los Textiles examinará todas las restricciones del comercio de productos textiles mantenidas por los países participantes al comienzo del presente Acuerdo y presentará sus conclusiones al Comité de los Textiles.

12. El Organo de Vigilancia de los Textiles examinará anualmente todas las restricciones introducidas o los acuerdos bilaterales concluidos por los países participantes con relación al comercio de productos textiles desde la entrada en vigor del presente Acuerdo y que deban comunicársele en virtud de las disposiciones del presente Acuerdo; cada año comunicará sus conclusiones al Comité de los Textiles.

Artículo 12

1. A los efectos del presente Acuerdo, la expresión "textiles" sólo se aplica a las mechas peinadas (tops), los hilados, los tejidos, los artículos de confección simple, la ropa y otros productos textiles manufacturados (cuyas características principales vienen determinadas por sus componentes textiles) de algodón, lana, fibras sintéticas o artificiales o mezclas de las citadas fibras, en los que cualquiera de las fibras o todas ellas combinadas constituyan el elemento de valor principal de las fibras o el 50 por ciento o más del peso (o el 17 por ciento o más del peso de la lana) del producto.

2. El párrafo 1 supra no comprende las fibras discontinuas, los cables para discontinuos, los desperdicios ni los monofilamentos o los multifilamentos sencillos, sintéticos y artificiales. Sin embargo, si se llega a la conclusión de que existe para tales productos una situación de desorganización del mercado (según se define en el Anexo A), serán de aplicación las disposiciones del artículo 3 (y las demás disposiciones del presente Acuerdo directamente pertinentes) y el párrafo 1 del artículo 2 del presente Acuerdo.

3. El presente Acuerdo no se aplicará a las exportaciones, efectuadas por países en desarrollo, de tejidos de fabricación artesanal hechos en telares manuales, de productos de fabricación artesanal hechos a mano con esos tejidos ni tampoco a las exportaciones de productos textiles artesanales propios del folklore tradicional, siempre que tales productos sean objeto de una certificación apropiada conforme a las disposiciones convenidas entre los países participantes importadores y exportadores interesados.

4. Los problemas que plantee la interpretación de las disposiciones del presente artículo se resolverán por consultas bilaterales entre las partes interesadas y cualquier dificultad podrá ser sometida al Organo de Vigilancia de los Textiles.

Artículo 13

1. El presente Acuerdo se depositará en poder del Director General de las PARTES CONTRATANTES del Acuerdo General. Estará abierto a la aceptación, mediante su firma o de otro modo, de los gobiernos que sean partes contratantes del Acuerdo General, o que se hayan adherido a él con carácter provisional, y de la Comunidad Económica Europea.

2. Todo gobierno que no sea parte contratante del Acuerdo General o que no se haya adherido a él con carácter provisional, podrá adherirse al presente Acuerdo en las condiciones que se acuerden entre ese gobierno y los países participantes. Figurará en esas condiciones una disposición en virtud de la cual todo gobierno que no sea parte contratante del Acuerdo General deberá comprometerse, al adherirse al presente Acuerdo, a no introducir nuevas restricciones a la importación y a no intensificar las existentes para la importación de los productos textiles, en la medida en que una acción de esta naturaleza sería incompatible con las obligaciones que incumbirían a dicho país si fuera parte contratante del Acuerdo General.

Artículo 14

1. El presente Acuerdo entrará en vigor el día 1.° de enero de 1974.

2. No obstante lo dispuesto en el párrafo 1 de este artículo, para la aplicación de las disposiciones de los párrafos 2, 3 y 4 del artículo 2 la fecha de entrada en vigor será el día 1.° de abril de 1974.

3. A petición de una o más partes que hayan aceptado el presente Acuerdo o se hayan adherido al mismo se celebrará una reunión dentro de la semana que preceda al 1.° de abril de 1974. Las partes que en el momento de la reunión hayan aceptado el presente Acuerdo o se hayan adherido al mismo podrán acordar cualquier modificación de la fecha prevista en el párrafo 2 de este artículo que pueda parecerles necesaria y sea compatible con las disposiciones del artículo 16.

Artículo 15

Cualquier país participante podrá denunciar el presente Acuerdo, con efectos a partir del momento en que expire un plazo de sesenta días contado desde la fecha en que el Director General de las PARTES CONTRATANTES del Acuerdo General reciba por escrito la notificación de la denuncia.

Artículo 16

El presente Acuerdo permanecerá en vigor durante cuatro años.

Artículo 17

Los anexos del presente Acuerdo forman parte integrante del mismo.

HECHO en Ginebra, el veinte de diciembre de mil novecientos setenta y tres, en un solo ejemplar y en los idiomas español, francés e inglés, siendo los tres textos igualmente auténticos.

ANEXO A

I. La determinación de una situación de "desorganización del mercado", en el sentido del presente Acuerdo, se basará en la existencia o en la amenaza real de perjuicio grave para los productores nacionales. Ese perjuicio ha de ser causado, de manera demostrable, por los factores especificados en el párrafo II infra y no por factores tales como cambios tecnológicos o cambios de las preferencias de los consumidores que contribuyan a orientar el mercado hacia productos similares y/o directamente competidores fabricados por la misma industria, o a factores análogos. La existencia de perjuicio se determinará mediante un examen de los factores pertinentes que influyan en la evolución de la situación de la industria de que se trate, tales como: el volumen de negocios, la parte en el mercado, los beneficios, la marcha de las exportaciones, el empleo, el volumen de las importaciones que causan la desorganización y de las demás importaciones, la producción, la capacidad utilizada, la productividad y las inversiones. Ninguno de estos factores, ni incluso varios de ellos, constituyen necesariamente un criterio decisivo.

II. Los factores que causan la desorganización del mercado a que se refiere el párrafo I supra, y que generalmente aparecen combinados, son los siguientes:

i) un brusco e importante incremento o inminente incremento de las importaciones de ciertos productos procedentes de determinadas fuentes. En caso de incremento inminente, éste habrá de ser susceptible de medida y su existencia no se determinará por alegaciones, por conjeturas o por la simple posibilidad de que tenga lugar debido, por ejemplo, a la capacidad de producción existente en los países exportadores;

ii) estos productos se ofrecen a precios considerablmente más bajos que los vigentes en el mercado del país importador para mercancías similares de calidad comparable. Dichos precios se compararán tanto con el precio del producto nacional en una etapa equiparable de la comercialización como con los precios que rijan normalmente para esos productos vendidos por otros países exportadores en el país importador en el curso ordinario del comercio y en condiciones de mercado libre.

III. Al considerar las cuestiones de "desorganización del mercado" se tendrán en cuenta los intereses del país exportador y especialmente la etapa de desarrollo en que éste se encuentre, la importancia del sector textil para su economía, la situación del empleo, la balanza global de su comercio de textiles, su balanza comercial con el país importador interesado y su balanza de pagos global.

43-377 O - 75 - 67

ANEXO B

1. a) El nivel por debajo del cual no podrán limitarse las importaciones ni las exportaciones de productos textiles de conformidad con las disposiciones del artículo 3, será el de las importaciones o de las exportaciones efectivamente realizadas de esos productos durante el período de doce meses vencido dos meses o, cuando no se disponga de datos, tres meses antes del mes en el curso del cual se presente la petición de consulta o, en su caso, antes de la fecha en que se entable el procedimiento interior que pueda exigir la legislación nacional en relación con la desorganización del mercado de textiles, o el período de dos meses o, cuando no se disponga de datos, de tres meses anterior al mes en que se haga la solicitud de consulta como resultado de ese procedimiento interior, optándose entre estos períodos por el que sea más reciente.

b) Cuando exista entre los países participantes interesados una medida de limitación del nivel anual de las exportaciones o las importaciones, de conformidad con los artículos 2, 3 ó 4, aplicable al período de doces meses a que se refiere el apartado a), el nivel por debajo del cual no podrán limitarse de conformidad con las disposiciones del artículo 3 las importaciones de productos textiles que causen la desorganización del mercado, será el nivel previsto en la limitación en lugar del nivel de las importaciones o exportaciones efectivas durante el período de doce meses a que se refiere el apartado a) anterior.

Cuando el período de doce meses a que se refiere el apartado a) coincida en parte con el de vigencia de la limitación, el nivel será:

i) el previsto en la limitación o el de las importaciones o exportaciones efectivas si este último es superior, salvo en caso de que se haya rebasado la cantidad prevista, para los meses comunes al período de validez de la limitación y al de doce meses a que se refiere el apartado a);

ii) el de las importaciones o de lss exportaciones efectivas para los meses en que no hay coincidencia.

c) Si, debido a circunstancias anormales, el período mencionado en el apsrtado a) es especialmente desfavorable para un determinado país exportador, deberá tenerse en cuenta la marcha de las importaciones procedentes de ese país durante varios años anteriores.

d) Si las importaciones o exportaciones de productos textiles sujetas a limitaciones han sido nulas o insignificantes durante el período de doce meses mencionado en el apartado a), se establecerá, mediante consulta entre los países participantes interesados, un nivel razonable de importación para tener en cuenta las posibilidades futuras del país exportador.

2. Si las medidas de limitación permanecen en vigor durante un nuevo período de doce meses, el nivel aplicable a este período no será inferior al fijado para el precedente de doce meses, aumentado en un 6 por ciento como mínimo para los productos sujetos a limitación. En casos excepcionales, cuando haya razones claras para alegar que, de aplicar los citados coeficientes de

crecimiento, volverá a producirse la situación de desorganización del mercado, podrá decidirse un coeficiente de crecimiento positivo más bajo tras celebrar consultas con el país o los países exportadores interesados. También en casos excepcionales, cuando por tratarse de países importadores participantes con mercados pequeños que tengan un nivel de importación excepcionalmente alto y un nivel de producción nacional correlativamente bajo, la aplicación del citado coeficiente de crecimiento causaría perjuicio a la producción viable mínima de esos países, podrá decidirse un coeficiente de crecimiento positivo más bajo después de celebrar consultas con el país o países exportadores interesados.

3. Si las medidas de limitación permanecen en vigor durante sucesivos períodos de doce meses, el nivel aplicable a cada uno de esos períodos no será inferior al fijado para el período de doce meses precedente, aumentado en un seis por ciento, a menos que nuevas pruebas demuestren, de conformidad con el Anexo A, que la aplicación del citado coeficiente de crecimiento exacerba el estado de desorganización del mercado. En tales circuntancias podrá aplicarse un coeficiente de crecimiento positivo más bajo después de celebrar consultas con el país exportador interesado y someter el asunto al Organo de Vigilancia de los Textiles de conformidad con los procedimientos del artículo 3.

4. En caso de que, en virtud de los artículos 3 ó 4, se establezca una restricción o limitación a uno o más productos para los que se haya suprimido previamente una restricción o limitación de conformidad con las disposiciones del artículo 2, la ulterior restricción o limitación no se restablecerá sin tener plenamente en cuenta los límites de los intercambios previstos en la restricción o limitación suprimida.

5. Cuando la limitación se aplique a más de un producto, los países participantes acuerdan que, a condición de que el total de las exportaciones que sean objeto de medidas de limitación no exceda del total fijado para el conjunto de los productos limitados de esta forma (sobre la base de una unidad común que será determinada por los países participantes interesados), el nivel convenido para cualquier producto podrá rebasarse en un 7 por ciento, salvo en circunstancias, que sólo podrán invocarse excepcionalmente y con moderación, en las que un porcentaje más bajo pueda estar justificado, en cuyo caso ese porcentaje más bajo no será inferior al 5 por ciento. Cuando las restricciones se establezcan por más de un año, el grado en que, después de consulta entre las partes interesadas, se podrá rebasar el nivel total de limitación de un producto o de un grupo de productos en uno u otro de dos años sucesivos mediante la utilización anticipada y/o la transferencia del remanente será el 10 por ciento, no debiendo representar la utilización anticipada más del 5 por ciento.

6. Al aplicar los niveles de limitación y los coeficientes de crecimiento especificados en los párrafos 1 a 3 supra se tendrán plenamente en cuenta las disposiciones del artículo 6.

For the Argentine Republic :	*Pour la République Argentine :*	*Por la República Argentina :*
For the Commonwealth of Australia :	*Pour le Commonwealth d'Australie :*	*Por el Commonwealth de Australia :*
For the Republic of Austria :	*Pour la République d'Autriche :*	*Por la República de Austria :*
For the People's Republic of Bangladesh :	*Pour la République populaire du Bangladesh :*	*Por la República Popular de Bangladesh :*
For Barbados :	*Pour la Barbade :*	*Por Barbados :*
For the Kingdom of Belgium :	*Pour le Royaume de Belgique :*	*Por el Reino de Bélgica :*
For the Federative Republic of Brazil :	*Pour la République fédérative du Brésil :*	*Por la República Federativa del Brasil :*
For the Union of Burma :	*Pour l'Union birmane :*	*Por la Unión Birmana :*
For the Republic of Burundi :	*Pour la République du Burundi :*	*Por la República de Burundi :*
For the United Republic of Cameroon :	*Pour la République unie du Cameroun :*	*Por la República Unida del Camerún :*
For Canada :	*Pour le Canada :*	*Por el Canadá :*
For the Central African Republic :	*Pour la République centrafricaine :*	*Por la República Centroafricana :*

For the Republic of Chad:	*Pour la République du Tchad:*	*Por la República del Chad:*
For the Republic of Chile:	*Pour la République du Chili:*	*Por la República de Chile:*
For the People's Republic of the Congo:	*Pour la République populaire du Congo:*	*Por la República Popular del Congo:*
For the Republic of Cuba:	*Pour la République de Cuba:*	*Por la República de Cuba:*
For the Republic of Cyprus:	*Pour la République de Chypre:*	*Por la República de Chipre:*
For the Czechoslovak Socialist Republic:	*Pour la République socialiste tchécoslovaque:*	*Por la República Socialista Checoslovaca:*
For the Republic of Dahomey:	*Pour la République du Dahomey:*	*Por la República del Dahomey:*
For the Kingdom of Denmark:	*Pour le Royaume du Danemark:*	*Por el Reino de Dinamarca:*
For the Dominican Republic:	*Pour la République Dominicaine:*	*Por la República Dominicana:*
For the Arab Republic of Egypt:	*Pour la République arabe d'Egypte:*	*Por la República Arabe de Egipto:*
For the Republic of Finland:	*Pour la République de Finlande:*	*Por la República de Finlandia:*
For the French Republic:	*Pour la République française:*	*Por la República Francesa:*

For the Gabonese Republic :	*Pour la République gabonaise :*	*Por la República Gabonesa :*
For the Republic of the Gambia :	*Pour la République de Gambie :*	*Por la República de Gambia :*
For the Federal Republic of Germany :	*Pour la République fédérale d'Allemagne :*	*Por la República Federal de Alemania :*
For the Republic of Ghana :	*Pour la République du Ghana :*	*Por la República de Ghana :*
For the Republic of Guyana :	*Pour la République de Guyane :*	*Por la República de Guyana :*
For the Republic of Haiti :	*Pour la République d'Haïti*	*Por la República de Haití :*
For the Hellenic Republic :	*Pour la République hellénique :*	*Por la República Helénica :*
For the Hungarian People's Republic :	*Pour la République populaire hongroise :*	*Por la República Popular Húngara :*
For the Republic of Iceland :	*Pour la République d'Islande :*	*Por la República de Islandia :*
For the Republic of India :	*Pour la République de l'Inde :*	*Por la República de la India :*
For the Republic of Indonesia :	*Pour la République d'Indonésie :*	*Por la República de Indonesia :*
For Ireland :	*Pour l'Irlande :*	*Por Irlanda :*

For the State of Israel:	*Pour l'Etat d'Israël*	*Por el Estado de Israel:*
For the Italian Republic:	*Pour la République italienne:*	*Por la República Italiana:*
For the Republic of the Ivory Coast:	*Pour la République de Côte d'Ivoire:*	*Por la República de la Costa de Marfil:*
For Jamaica:	*Pour la Jamaïque:*	*Por Jamaica:*
For Japan:	*Pour le Japon:*	*Por el Japón:*
For the Republic of Kenya:	*Pour la République du Kenya:*	*Por la República de Kenia:*
For the Republic of Korea:	*Pour la République de Corée:*	*Por la República de Corea:*
For the State of Kuwait:	*Pour l'Etat du Koweït:*	*Por el Estado de Kuwait:*
For the Grand-Duchy of Luxemburg:	*Pour le Grand-Duché de Luxembourg:*	*Por el Gran Ducado de Luxemburgo:*
For the Malagasy Republic:	*Pour la République malgache:*	*Por la República Malgache:*
For the Republic of Malawi:	*Pour la République du Malawi:*	*Por la República de Malawi:*
For Malaysia:	*Pour la Malaisie:*	*Por Malasia:*
For Malta:	*Pour Malte:*	*Por Malta:*

For the Islamic Republic of Mauritania:	*Pour la République islamique de Mauritanie:*	*Por la República Islámica de Mauritania:*
For Mauritius:	*Pour Maurice:*	*Por Mauricio:*
For the Kingdom of the Netherlands:	*Pour le Royaume des Pays-Bas:*	*Por el Reino de los Países Bajos:*
For New Zealand:	*Pour la Nouvelle-Zélande:*	*Por Nueva Zelandia:*
For the Republic of Nicaragua:	*Pour la République du Nicaragua:*	*Por la República de Nicaragua:*
For the Republic of the Niger:	*Pour la République du Niger:*	*Por la República del Níger:*
For the Federal Republic of Nigeria:	*Pour la République fédérale du Nigeria:*	*Por la República Federal de Nigeria:*
For the Kingdom of Norway:	*Pour le Royaume de Norvège:*	*Por el Reino de Noruega:*
For the Islamic Republic of Pakistan:	*Pour la République islamique du Pakistan:*	*Por la República Islámica del Pakistán:*
For the Republic of Peru:	*Pour la République du Pérou:*	*Per la República del Perú:*
For the Republic of the Philippines:	*Pour la République des Philippines:*	*Por la República de Filipinas:*
For the Polish People's Republic:	*Pour la République populaire de Pologne:*	*Per la República Popular Polaca:*

For the Portuguese Republic :	*Pour la République portugaise :*	*Por la República Portuguesa :*
For the Socialist Republic of Romania :	*Pour la République socialiste de Roumanie :*	*Por la República Socialista de Rumania :*
For the Rwandese Republic :	*Pour la République rwandaise :*	*Por la República Rwandesa :*
For the Republic of Senegal :	*Pour la République du Sénégal :*	*Por la República del Senegal :*
For the Republic of Sierra Leone :	*Pour la République de Sierra Leone :*	*Por la República de Sierra Leona :*
For the Republic of Singapore :	*Pour la République de Singapour :*	*Por la República de Singapur :*
For the Republic of South Africa :	*Pour la République sud-africaine :*	*Por la República de Sudáfrica :*
For Southern Rhodesia :	*Pour la Rhodésie du Sud :*	*Por Rhodesia del Sur :*
For the Spanish State :	*Pour l'Etat espagnol :*	*Por el Estado Español :*
For the Republic of Sri Lanka :	*Pour la République de Sri Lanka :*	*Por la República de Sri Lanka :*
For the Kingdom of Sweden :	*Pour le Royaume de Suède :*	*Por el Reino de Suecia :*
For the Swiss Confederation :	*Pour la Confédération suisse :*	*Por la Confederación Suiza :*

For the United Republic of Tanzania:	*Pour la République-Unie de Tanzanie:*	*Por la República Unida de Tanzania:*
For the Togolese Republic:	*Pour la République togolaise:*	*Por la República Togolesa:*
For Trinidad and Tobago:	*Pour Trinité-et-Tobago:*	*Por Trinidad y Tabago:*
For the Republic of Tunisia:	*Pour la République tunisienne:*	*Por la República de Túnez:*
For the Republic of Turkey:	*Pour la République turque:*	*Por la República de Turquía:*
For the Republic of Uganda:	*Pour la République de l'Ouganda:*	*Por la República de Uganda:*
For the United Kingdom of Great Britain and Northern Ireland:	*Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:*	*Por el Reino Unido de Gran Bretaña e Irlanda del Norte:*
For the United States of America:	*Pour les Etats-Unis d'Amérique:*	*Por los Estados Unidos de América:*
For the Republic of the Upper Volta:	*Pour la République de Haute-Volta:*	*Por la República del Alto Volta:*
For the Eastern Republic of Uruguay:	*Pour la République orientale de l'Uruguay:*	*Por la República Oriental del Uruguay:*
For the Socialist Federal Republic of Yugoslavia:	*Pour la République fédérative socialiste de Yougoslavie:*	*Por la República Federativa Socialista de Yugoslavia:*

For the Republic of Zaire:	*Pour la République du Zaïre:*	*Por la República del Zaire:*
For the European Economic Community:	*Pour la Communauté économique européenne:*	*Por la Comunidad Económica Europea:*
For the People's Republic of Bulgaria:	*Pour la République populaire de Bulgarie:*	*Por la República Popular de Bulgaria:*
For the Republic of Colombia:	*Pour la République de Colombie:*	*Por la República de Colombia:*
For the Republic of El Salvador:	*Pour la République d'El Salvador:*	*Por la República de El Salvador:*
For the Republic of Guatemala:	*Pour la République du Guatemala:*	*Por la República de Guatemala:*
For the United Mexican States:	*Pour les Etats-Unis du Mexique:*	*Por los Estados Unidos Mexicanos:*
For the Kingdom of Thailand:	*Pour le Royaume de Thaïlande:*	*Por el Reino de Tailandia:*

I hereby certify that the foregoing text is a true copy of the Arrangement regarding international trade in textiles, done at Geneva on 20 December 1973, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme de l'Arrangement concernant le commerce international des textiles, établi à Genève le 20 décembre 1973, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

Certifico que el texto que antecede es copia conforme del Acuerdo relativo al comercio internacional de los textiles, hecho en Ginebra el 20 de diciembre de 1973, de cuyo texto original es depositario el Director General de las PARTES CONTRATANTES del Acuerdo General sobre Aranceles Aduaneros y Comercio.

O. LONG

Director-General
Geneva

Directeur général
Genève

Director General
Ginebra

SPAIN

Atomic Energy: Cooperation for Civil Uses

Agreement signed at Washington March 20, 1974;
Entered into force June 28, 1974.
With related note.

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

Whereas the Government of the United States of America and the Government of Spain signed an "Agreement for Cooperation Between the Government of the United States of America and the Government of Spain Concerning Civil Uses of Atomic Energy" on August 16, 1957, which was amended by the Agreement signed on November 29, 1965; [1] and

Whereas the Government of the United States of America and the Government of Spain desire to pursue a research and development program looking toward the realization of peaceful and humanitarian uses of atomic energy, including the design, construction, and operation of power-producing reactors and research reactors, and the exchange of information relating to the development of other peaceful uses of atomic energy; and

Whereas the Government of the United States of America and the Government of Spain are desirous of entering into this Agreement to cooperate with each other to attain the above objectives; and

Whereas the Parties desire this Agreement to supersede the "Agreement for Cooperation Between the Government of the United States of America and the Government of Spain Concerning Civil Uses of Atomic Energy" signed on August 16, 1957, as amended;

The Parties agree as follows:

[1] TIAS 3988, 5990; 9 UST 167; 17 UST 470.

ARTICLE I

For the purposes of this Agreement

(1) "Parties" means the Government of the United States of America and the Government of Spain. "Party" means one of the above Parties. For implementation of the provisions of this Agreement the Parties shall be represented by the United States Atomic Energy Commission and the Spanish Junta de Energia Nuclear, respectively.

(2) "Commission" means the United States Atomic Energy Commission.

(3) "Spanish Junta" means the Junta de Energia Nuclear of the Government of Spain.

(4) "Atomic weapon" means any device utilizing atomic energy, exclusive of the means for transporting or propelling the device (where such means is a separable and divisible part of the device), the principal purpose of which is for use as, or for development of, a weapon, a weapon prototype, or a weapon test device.

(5) "Byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material.

(6) "Equipment and devices" and "equipment or devices" mean any instrument, apparatus, or facility, and include any facility, except an atomic weapon, capable of making use of or producing special nuclear material, and component parts thereof.

(7) "Person" means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency, or government corporation but does not include the Parties to this Agreement.

(8) "Reactor" means an apparatus, other than an atomic weapon, in which a self-supporting fission chain reaction is maintained by utilizing uranium, plutonium or thorium, or any combination of uranium, plutonium or thorium.

(9) "Restricted Data" means all data concerning (a) design, manufacture, or utilization of atomic weapons, (b) the production of special nuclear material, or (c) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the category of Restricted Data by the appropriate authority.

(10) "Safeguards" means a system of controls designed to assure that any materials, equipment and devices committed to the peaceful uses of atomic energy are not used to further any military purpose.

(11) "Source material" means (a) uranium, thorium, or any other material which is determined by either Party to be source material, or (b) ores containing one or more of the foregoing materials, in such concentration as either Party may determine from time to time.

(12) "Special nuclear material" means (a) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Commission determines to be special nuclear material, or (b) any material artificially enriched by any of the foregoing.

(13) "Superseded Agreement" means the Agreement for Cooperation between the Government of the United States of America and the Government of Spain signed by the Parties on August 16, 1957, as amended by the Agreement signed on November 29, 1965.

ARTICLE II

A. Subject to the provisions of this Agreement, the availability of personnel and material, and the applicable laws, regulations, and license requirements in force in their respective countries, the Parties shall cooperate with each other in the achievement of the uses of atomic energy for peaceful purposes.

B. Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred, and no services shall be furnished, under this Agreement, if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate.

ARTICLE III

Subject to the provisions of Article II, the Parties may exchange unclassified information with respect to the application of atomic energy to peaceful uses and the considerations of health and safety connected therewith. The exchange of information provided for in this Article will be accomplished through various means, including reports, conferences, and visits to facilities, and may include information in the following fields:

(1) Development, design, construction, operation, and use of research, materials testing, experimental, demonstration power, and power reactors, and reactor experiments;

(2) The use of radioactive isotopes and source material, special nuclear material, and byproduct material in physical and biological research, medicine, agriculture, and industry; and

(3) Health and safety considerations related to the foregoing.

ARTICLE IV

A. Materials of interest in connection with the subjects of agreed exchange of information, as provided in Article III and subject to the provisions of Article II, including source material, heavy water, byproduct material, other radioisotopes, stable isotopes, and special nuclear material for purposes other than fueling reactors and reactor experiments, may be transferred between the Parties for defined applications in such quantities and under such terms and conditions as may be agreed when such materials are not commercially available.

B. Subject to the provisions of Article II and under such terms and conditions as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties may be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available when such facilities are not commercially available.

C. With respect to the subjects of agreed exchange of information as provided in Article III and subject to the provisions of Article II, equipment and devices may be transferred from one Party to the other under such terms and conditions as may be agreed. It is recognized that such transfers will be subject to limitations which may arise from shortages of supplies or other circumstances existing at the time.

ARTICLE V

The application or use of any information (including design drawings and specifications), and any material, equipment and devices, exchanged or transferred between the Parties under this Agreement or the superseded Agreement shall be the responsibility of the Party receiving it, and the other Party does not warrant the accuracy or completeness of such information and does not warrant the suitability of such information, material, equipment and devices for any particular use or application.

ARTICLE VI

A. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of equipment and devices and materials other than special nuclear material and for the performance of services with respect thereto.

B. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of special nuclear material and for the performance of services with respect thereto for the uses specified in Articles IV and VII and subject to the relevant provisions of Article VIII and to the provisions of Article IX.

C. The Parties agree that the activities referred to in paragraphs A and B of this Article shall be subject to the limitations in Article II and to the policies of the Parties with regard to transactions involving the authorized persons referred to in paragraphs A and B of this Article.

ARTICLE VII

A. Subject to the availability of capacity in Commission facilities for uranium enrichment and within the quantity authorized in Article IX for transfer, service contracts with the Government of Spain, or with authorized persons under its jurisdiction, may be entered into by the Commission as herein set forth for the production or enrichment of uranium enriched in the isotope U-235 for use as fuel in power applications undertaken within Spain. It is understood by the Parties that, at such times as the Government of Spain, or such authorized persons, have requirements for such services and are prepared to execute firm contracts which set forth the agreed delivery schedules and other terms and conditions of supply, the Government of Spain or such authorized persons will have access on an equitable basis with other purchasers of such services to uranium enrichment capacity then available in Commission facilities and not already allocated.

B. Additionally, upon request by the Government of Spain or authorized persons under its jurisdiction, the Commission may, at its option and under terms and conditions as may be agreed, sell uranium enriched in the isotope U-235 in such amounts as are within the quantity authorized in Article IX for transfer for use as fuel in power applications undertaken within Spain.

C. Under such terms and conditions as may be agreed, the Commission may transfer (including the supply through enrichment services contracts) to the Government of Spain, or authorized persons under its jurisdiction, uranium enriched in the isotope U-235 for use as fuel in reactor experiments and reactors other than those covered under paragraphs A and B of this Article, including reactors for research, materials testing, experimental, scientific, and industrial uses.

D. Special nuclear material other than uranium enriched in the isotope U-235 may be transferred to the Government of Spain, or to authorized persons under its jurisdiction, for use as fuel in reactors and reactor experiments, provided that the Commission may transfer quantities of such material only to the extent that they fall within an authorized ceiling therefor set forth in Article IX and that the terms and conditions of each such transfer shall be agreed upon in advance.

E. Irradiated special nuclear material of United States origin may be transferred from third countries to the Government of Spain, or to authorized persons under its jurisdiction, under such terms and conditions as the Parties may agree and within such quantities as may be authorized in Article IX, for chemical reprocessing and subsequent retention in Spain for applications within the scope of this Agreement,

or subsequent transfer to another nation other than the United States of America or group of nations pursuant to Article X.

F. Special nuclear material may also be transferred (including inter alia supply through enrichment services contracts) to the Government of Spain or to authorized persons under its jurisdiction, under such terms and conditions as may be agreed, for the performance in Spain of conversion or fabrication services, or both, and for subsequent transfer to another nation or group of nations in accordance with the provisions of this Agreement.

ARTICLE VIII

A. The enriched uranium supplied under this Agreement may contain up to twenty percent (20%) in the isotope U-235. A portion of the uranium enriched in the isotope U-235 so supplied may be made available as material containing more than twenty percent (20%) in the isotope U-235 when there is a technical or economic justification for such a transfer.

B. Subject to the provisions of Article IX, the quantity of uranium enriched in the isotope U-235 transferred under Article VI or Article VII and under the jurisdiction of the Government of Spain may include such amounts as are mutually agreed are necessary for the accomplishment of the purposes authorized in this Agreement, including the fueling of reactors and reactor experiments in Spain and their efficient and continuous operation.

C. When any special nuclear material received from the United States of America pursuant to this Agreement or the superseded Agreement requires reprocessing, or any irradiated fuel elements containing fuel material received from the United States of America

pursuant to this Agreement or the superseded Agreement are to be removed from a reactor and are to be altered in form or content, such reprocessing or alteration shall be performed in facilities acceptable to both Parties upon a joint determination that the provisions of Article XI may be effectively applied.

D. Special nuclear material produced as a result of irradiation processes in any part of the fuel that may be leased by the Commission under this Agreement, or may have been leased under the superseded Agreement, shall be for the account of the lessee and, after reprocessing as provided in paragraph C of this Article, title to such produced material shall be in the lessee unless the Commission and the lessee otherwise agree.

E. No special nuclear material produced through the use of material transferred to the Government of Spain or to authorized persons under its jurisdiction pursuant to this Agreement or the superseded Agreement, will be transferred to the jurisdiction of any other nation or group of nations, except as the Commission may agree to such a transfer.

F. Some atomic energy materials which may be provided in accordance with this Agreement, or which may have been provided under the superseded Agreement, are harmful to persons and property unless handled and used carefully. After delivery of such materials, the Government of Spain shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any special nuclear material or fuel elements which the Commission may, pursuant to this Agreement, lease to the Government of Spain or to any person under its jurisdiction, or may have leased pursuant to

the superseded Agreement, the Government of Spain shall indemnify and save harmless the Government of the United States of America against any and all liability (including third-party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease and the possession and use of such special nuclear material or fuel elements after delivery by the Commission to the Government of Spain or to any person under its jurisdiction.

ARTICLE IX

The separative work required to produce the uranium enriched in the isotope U-235 transferred under this Agreement, or the superseded Agreement, from the United States of America to Spain for power applications shall not exceed that necessary to support the fuel cycles of reactors having a total installed capacity of thirty thousand (30,000) megawatts electric.

ARTICLE X

The Government of Spain guarantees that:

(1) Safeguards provided in Article XI shall be maintained.

(2) No material, including equipment and devices, transferred to the Government of Spain or authorized persons under its jurisdiction by purchase or otherwise pursuant to this Agreement or the superseded Agreement, and no special nuclear material produced through the use of such material, equipment and devices, will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose.

(3) No material, including equipment and devices, transferred to the Government of Spain or to authorized persons under its jurisdiction pursuant to this Agreement or the superseded Agreement will be transferred to unauthorized persons or beyond the jurisdiction of the Government of Spain except as the Commission may agree to such a transfer to the jurisdiction of another nation or group of nations, and then only if, in the opinion of the Commission, the transfer is within the scope of an Agreement for Cooperation between the Government of the United States of America and the other nation or group of nations.

ARTICLE XI

A. The Government of the United States of America and the Government of Spain emphasize their common interest in assuring that any material, equipment or devices made available to the Government of Spain or any person under its jurisdiction pursuant to this Agreement or the superseded Agreement shall be used solely for civil purposes.

B. Except to the extent that the safeguards rights provided for in this Agreement are suspended by virtue of the application of safeguards of the International Atomic Energy Agency, as provided in Article XII, the Government of the United States of America, notwithstanding any other provisions of this Agreement, shall have the following rights:

(1) With the objective of assuring design and operation for civil purposes and permitting effective application of safeguards, to review the design of any

(a) reactor, and

(b) other equipment and devices the design of which the Commission determines to be relevant to the effective application of safeguards,

which are to be made available under this Agreement, or have been made available under the superseded Agreement, to the Government of Spain or to any person under its jurisdiction by the Government of the United States of America or any person under its jurisdiction, or which are to use, fabricate, or process any of the following materials so made available: source material, special nuclear material, moderator material, or other material designated by the Commission;

(2) With respect to any source material or special nuclear material made available to the Government of Spain or to any person under its jurisdiction under this Agreement or the superseded Agreement by the Government of the United States of America or any person under its jurisdiction and any source material or special nuclear material utilized in, recovered from, or produced as a result of the use of any of the following materials, equipment or devices so made available:

(a) source material, special nuclear material, moderator material, or other material designated by the Commission,

(b) reactors, and

(c) any other equipment or devices designated by the Commission as an item to be made available on the condition that the provisions of this paragraph B(2) with apply,

(i) to require the maintenance and production of operating records and to request and receive reports for the purpose of assisting in ensuring accountability for such materials, and

(ii) to require that any such material in the custody of the Government of Spain or any person under its jurisdiction be subject to all of the safeguards provided for in this Article and the guarantees set forth in Article X;

(3) To require the deposit in storage facilities designated by the Commission of any of the special nuclear material referred to in paragraph B(2) of this Article which is not currently utilized for civil purposes in Spain and which is not transferred pursuant to Article VIII or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties;

(4) To designate, after consultation with the Government of Spain, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of Spain, shall have access in Spain to all places and data necessary to account for the source material and special nuclear material which are subject to paragraph B(2) of this Article to determine whether there is compliance with this Agreement and to make such independent measurements as may be deemed necessary;

(5) In the event of noncompliance with the provisions of this Article or the guarantees set forth in Article X and the failure of the Government of Spain to carry out the provisions of this Article within a reasonable time, to suspend or terminate this Agreement and to require the return of any materials, equipment and devices referred to in paragraph B(2) of this Article;

(6) To consult with the Government of Spain in the matter of health and safety.

C. The Government of Spain undertakes to facilitate the application of safeguards provided for in this Article.

ARTICLE XII

A. The Government of the United States of America and the Government of Spain note that, by an agreement signed by them and the International Atomic Energy Agency on December 9, 1966,[1] the Agency has been applying safeguards to materials, equipment and facilities transferred to the jurisdiction of the Government of Spain under the superseded Agreement. The Parties, recognizing the desirability of continuing to make use of the facilities and services of the International Atomic Energy Agency, agree that Agency safeguards shall continue to apply to materials, equipment and facilities transferred under the superseded agreement or to be transferred under this Agreement.

B. The continued application of Agency safeguards pursuant to this Article will be accomplished either as provided in the above-mentioned trilateral agreement among the Parties and the Agency, as it may be amended from time to time or supplanted by a new trilateral agreement, or as provided in an agreement which may be entered into between the International Atomic Energy Agency and the Government of Spain pursuant to Article III of the Treaty on the Non-Proliferation of Nuclear Weapons.[2] It is understood that, without modification of this Agreement, the safeguards rights accorded to the Government of the United States of America by Article XI of this Agreement will be suspended during the time and to the extent that the Government of the United States of America agrees that the need to exercise such rights is satisfied by a safeguards agreement as contemplated in this paragraph.

C. In the event the applicable safeguards agreement referred to in paragraph B of this Article should be terminated prior to the expiration of this Agreement and the Parties should fail to agree promptly upon resumption of Agency safeguards, either Party may, by

[1] TIAS 6182; 17 UST 2351.
[2] TIAS 6839; 21 UST 487.

notification, terminate this Agreement. Before either Party takes steps to terminate, the Parties will carefully consider the economic effect of any such termination. Neither Party will invoke its termination rights until the other Party has been given sufficient advance notice to permit arrangements by the Government of Spain, if it is the other Party, for an alternative source of power and to permit adjustment by the Government of the United States of America, if it is the other Party, of production schedules. In the event of such termination by either Party, the Government of Spain shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to this Agreement or the superseded Agreement and still in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of Spain or the authorized persons under its jurisdiction for their interest in such material so returned at the Commission's schedule of prices then in effect in the United States of America.

ARTICLE XIII

The rights and obligations of the Parties provided for under this Agreement shall extend, to the extent applicable, to cooperative activities initiated under the superseded Agreement, including, but not limited to, information, materials, equipment and devices transferred thereunder.

ARTICLE XIV

The "Agreement for Cooperation Between the Government of the United States of America and the Government of Spain Concerning Civil Uses of Atomic Energy" signed on August 16, 1957, as amended, is superseded by this Agreement on the date this Agreement enters into force.

ARTICLE XV

Each of the Parties shall provide the other Party with a written notification that it has complied with all statutory and constitutional requirements for entry into force of this Agreement. This Agreement shall enter into force on the date one of the Parties has received the later of such notifications [1] and shall remain in force for a period of forty (40) years. The forty-year period may be extended for such additional period as may be agreed between the Parties in accordance with their statutory and constitutional requirements.

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

DONE at Washington, in duplicate, in the English and Spanish languages, both equally authentic, this twentieth day of March, 1974.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[2]

[3]

FOR THE GOVERNMENT OF SPAIN:

[4]

[1] June 28, 1974.
[2] Arthur A. Hartman
[3] Dixy Lee Ray
[4] Angel Sagaz

CONVENIO DE COOPERACION ENTRE
EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA
Y EL GOBIERNO DE ESPAÑA
RELATIVO A LOS USOS CIVILES DE LA ENERGIA NUCLEAR

Por cuanto el Gobierno de los Estados Unidos de América y el Gobierno de España firmaron un "Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de España relativo a los usos civiles de la energía atómica" el 16 de agosto de 1957, que fue modificado por el Convenio firmado el 29 de noviembre de 1965 y

Por cuanto el Gobierno de los Estados Unidos de América y el Gobierno de España desean llevar a cabo un programa de investigación y desarrollo tendente a la realización de los usos pacíficos y humanitarios de la energía atómica, que incluya el proyecto, construcción y manejo de reactores productores de energía y reactores de investigación, y el intercambio de información relativa al desarrollo de otros usos pacíficos de la energía atómica; y

Por cuanto el Gobierno de los Estados Unidos de América y el Gobierno de España desean concluir este Convenio para cooperar recíprocamente a fin de alcanzar los objetivos antedichos; y

Por cuanto las Partes desean que este Convenio sustituya al "Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de España relativo a los usos civiles de la energía atómica" firmado el 16 de agosto de 1957, modificado en 29 Noviembre 1965.

Por tanto, las Partes convienen lo siguiente:

ARTICULO I

A los efectos del presente Convenio:

(1) "Partes" significa el Gobierno de los Estados Unidos de América y el Gobierno de España. "Parte" significa una de las Partes antedichas. En el cumplimiento de las disposiciones del presente Convenio las Partes estarán representadas por la Comisión de Energía Atómica de los Estados Unidos y la Junta Española de Energía Nuclear.

(2) La "Comisión" significa la Comisión de Energía Atómica de los Estados Unidos.

(3) La "Junta Española" significa la Junta de Energía Nuclear del Gobierno de España.

(4) "Arma atómica" significa todo artificio que utilice energía atómica con exclusión de los medios para transportar o impulsar tal ingenio (cuando tales medios constituyan una parte separable y divisible del mismo), cuyo fin principal sea su uso como arma, prototipo de arma o como mecanismo para prueba de armas o el perfeccionamiento de las mismas.

(5) "Material subproducto" significa cualquier material radiactivo (excepto material nuclear especial) producido en el proceso de fabricación o de utilización de material nuclear especial o activado por exposición a la radiación derivada de dicho proceso.

(6) "Equipo y dispositivos" y "equipo o dispositivos" significan cualquier instrumento, aparato o instalación y comprenden cualquier instalación, excepto un arma atómica, capaz de utilizar o producir material nuclear especial, y las partes componentes de los mismos.

(7) "Persona" significa cualquier individuo, corporación, asociación, compañía, razón social, consorcio, fideicomiso, instituciones públicas o privadas, grupo, organismos o corporaciones gubernamentales, pero no incluye a las Partes del presente Convenio.

(8) "Reactor" significa un aparato, distinto de un arma atómica, en el que se mantiene una reacción en cadena autoalimentada por fisión, utilizando uranio, plutonio, torio, o cualquier combinación de uranio, plutonio o torio.

(9) "Datos reservados" significan todos los datos referentes a (a) proyecto, construcción, o utilización de armas atómicas; (b) producción de materiales nucleares especiales, o (c) uso de materiales nucleares especiales en la producción de energía; pero no comprenden los datos desclasificados o eliminados de la categoría de reservados por las autoridades pertinentes.

(10) "Salvaguardias" significa un sistema de controles cuyo fin es asegurar que cualquier material, equipo y dispositivos, destinados a los usos pacíficos de la energía nuclear no se empleen con ninguna finalidad militar.

(11) "Material originario" significa (a) uranio, torio o cualquier otro material que determine cualquiera de las Partes con material originario o (b) minerales que contengan uno o más de los materiales anteriores, y con la concentración que en su caso establezca cualquiera de las Partes.

(12) "Material nuclear especial" significa (a) plutonio, uranio enriquecido en el isótopo 233 o en el isótopo 235, y cualquier otro material que la Comisión determine como

43-377 O - 75 - 69

material nuclear especial, o bien (b) cualquier material enriquecido artificialmente en cualquiera de los materiales anteriores.

(13) "Convenio sustituído" significa el Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de España, firmado por las Partes el 16 de agosto de 1957 y modificado por el Convenio firmado el 29 de noviembre de 1965.

ARTICULO II

A. Con arreglo a las disposiciones de este Convenio y a las disponibilidades de personal y material, así como a las leyes, reglamentos y requisitos de autorización aplicables vigentes en sus respectivos países, las Partes se ayudarán recíprocamente en la consecución del uso de la energía atómica para fines pacíficos.

B. No se comunicarán Datos Reservados en virtud del presente Convenio; tampoco se transferirán materiales o equipo ni artificios o dispositivos, ni se prestará ninguna clase de servicios en virtud del mismo, si la transferencia de cualesquiera de dichos materiales o equipo o dispositivos o la prestación de cualquiera de tales servicios implicase comunicación de Datos Reservados.

C. El presente Convenio no exigirá el intercambio de ninguna información que las Partes no estén autorizadas a facilitar.

ARTICULO III

Con arreglo a lo dispuesto en el Artículo II, las Partes podrán intercambiar información no reservada relativa a la aplicación de la energía atómica a los usos pacíficos y a los problemas de salubridad y seguridad que guarden relación con los mismos. El intercambio de información previsto en este Artículo se llevará a cabo por varios procedimientos, incluyendo memorias, conferencias y visitas a las instalaciones, y podrá incluir información sobre los siguientes campos:

(1) Desarrollo, proyecto, construcción, manejo y uso de reactores de investigación, de prueba de materiales, experimentales, de demostración de potencia y generadores de energía, y experimentos de reactores;

(2) Utilización de isótopos radiactivos y material originario, material nuclear especial y material subproducto en las investigaciones físicas y biológicas, en la medicina, la agricultura y la industria; y

(3) Problemas de salubridad y seguridad relativos a lo antedicho.

ARTICULO IV

A. Los materiales de interés en conexión con los temas sobre los que se ha convenido intercambiar información, conforme a lo establecido en el Artículo III y a las disposiciones del Artículo II, incluyendo material originario, agua pesada, subproductos, otros radisótopos, isótopos estables y material nuclear especial distinto del que se emplee como combustible de reactores y experimentos de reactores, se

pueden transferir entre las Partes para aplicaciones concretas, en las cantidades y en los términos y condiciones que se estipulen cuando tales materiales no puedan adquirirse en el comercio.

B. Con arreglo a lo dispuesto en el Artículo II y en los términos y condiciones que se estipulen, las Partes podrán facilitarse mutuamente equipos especiales de investigación y dispositivos de pruebas de materiales para reactores, de conformidad con los límites de espacio, equipo y personal disponibles, cuando tales equipos no puedan adquirirse comercialmente.

C. Con respecto a los temas sobre los que se ha convenido intercambiar información, conforme a lo establecido en el Artículo III, y a las disposiciones del Artículo II, las Partes pueden transferirse mutuamente equipos y dispositivos, en los términos y condiciones que se estipulen. Se reconoce que tales transferencias estarán sujetas a las restricciones que puedan imponer la escasez de suministros u otras circunstancias que concurran en el momento.

ARTICULO V

De la aplicación y uso de toda información (con inclusión de planos de proyecto y especificaciones) y de cualquier material, equipo o dispositivos, intercambiado o cedido entre las Partes en virtud de este Convenio, o del Convenio sustituído, será responsable la Parte que lo reciba, y la otra Parte no garantiza la exactitud o integridad de tal información, como tampoco la adecuación de la misma ni de los materiales, equipo o dispositivos, a cualquier uso o aplicación particular.

ARTICULO VI

A. Con respecto a la aplicación de la energía nuclear a usos pacíficos, se entiende que, entre cualquiera de las Partes o personas autorizadas que se hallen bajo su jurisdicción y personas autorizadas que se hallen bajo la jurisdicción de la otra Parte, pueden concertarse acuerdos para la cesión de equipos y dispositivos y materiales distintos de los materiales nucleares especiales, y para la prestación de servicios relativos a los mismos.

B. Con respecto a la aplicación de la energía nuclear a usos pacíficos, se entiende que, entre cualquiera de las Partes o personas autorizadas que se hallen bajo su jurisdicción y personas autorizadas que se hallen bajo la jurisdicción de la otra Parte, pueden concertarse acuerdos para la cesión de material nuclear especial y para la prestación de servicios relativos a los mismos, para los usos especificados en los Artículos VI y VII con arreglo a las disposiciones pertinentes del Artículo VIII y a lo previsto en el Artículo IX.

C. Las Partes acuerdan que las actividades estipuladas en los párrafos A y B de este Artículo estarán sujetas a las restricciones del Artículo II y a las normas de las Partes respecto de las transacciones que impliquen a las personas autorizadas a las que se refieren los párrafos A y B de este Artículo.

ARTICULO VII

A. Con sujeción a la disponibilidad de capacidad de enriquecimiento de uranio en las instalaciones de la Comisión y dentro de la cantidad que el Artículo IX autoriza a ceder, pueden concluirse, entre la Comisión y el Gobierno de España o personas autorizadas que se hallen bajo su jurisdicción, contratos de prestación de servicios, según los términos de este Convenio, para la producción o enriquecimiento de uranio enriquecido en el isótopo U-235, para su utilización como combustible en aplicaciones energéticas dentro del territorio de España. Las Partes entienden que en los momentos en que el Gobierno de España, o personas autorizadas por él, tengan necesidad de estos servicios y estén dispuestos a formalizar contratos en firme que especifiquen programas convenidos para las entregas y otros términos y condiciones del suministro, el Gobierno de España o tales personas autorizadas tendrán acceso, sobre la base de una concurrencia equitativa con otros compradores de tales servicios, a la capacidad de enriquecimiento de uranio que haya entonces disponible en las instalaciones de la Comisión y que no esté aún comprometida.

B. Además, a petición del Gobierno de España o personas autorizadas que se hallen bajo su jurisdicción, la Comisión puede, a su discreción y bajo las cláusulas y condiciones que se estipulen, vender uranio enriquecido en el isótopo U-235 en cantidades que no excedan de la cantidad que el Artículo IX autoriza a ceder para su uso como combustible en aplicaciones energéticas dentro del territorio de España.

C. Bajo las cláusulas y condiciones que se puedan convenir, la Comisión puede ceder (incluyendo el suministro efectuado mediante contratos de servicios de enriquecimiento) al Gobierno de España o personas autorizadas que se hallen bajo su jurisdicción uranio enriquecido en el isótopo U-235 para su uso como combustible en experimentos de reactores y reactores que no sean aquellos a los que se refieren los párrafos A y B de este Artículo, incluídos los reactores de investigación, de prueba de materiales, reactores experimentales, científicos y de usos industriales.

D. Podrá transferirse al Gobierno de España, o a personas autorizadas que se hallen bajo su jurisdicción, material nuclear especial distinto del uranio enriquecido en el isótopo U-235, para su uso como combustible en reactores y experimentos de reactores, con la condición de que la Comisión podrá transferir solamente cantidades de tal material que no excedan un límite máximo especificado para el mismo en el Artículo IX y que los términos y condiciones para cada cesión de este tipo se acuerden por anticipado.

E. Podrán transferirse por terceros Estados al Gobierno de España o a personas autorizadas que se hallen bajo su jurisdicción materiales nucleares especiales irradiados procedentes de los Estados Unidos, en los términos y condiciones que acuerden las Partes y sin exceder las cantidades autorizadas por el Artículo IX, para la reelaboración química y retención posterior en España para aplicaciones que estén dentro del ámbito de este Convenio, o para la transferencia posterior a otra nación, distinta de los Estados Unidos de América, o grupo de naciones conforme al Artículo X.

F. También podrá transferirse (incluso, entre otros, el suministro mediante contratos de prestación de servicios de enriquecimiento) al Gobierno de España o personas autorizadas que se hallen bajo su jurisdicción, en los términos y condiciones que se acuerden, material nuclear especial para que se presten en España servicios de conversión o fabricación, o ambos, y para su posterior transferencia a otra nación o grupo de naciones, conforme a las disposiciones de este Convenio.

ARTICULO VIII

A. El uranio enriquecido suministrado en virtud del presente Convenio puede contener hasta un veinte por ciento (20%) en el isótopo U-235. Sin embargo, una parte del uranio enriquecido en el isótopo U-235 suministrado en virtud del presente puede facilitarse como material que contenga más del 20% en el isótopo U-235, cuando haya una justificación técnica o económica para tal cesión.

B. Dentro de las limitaciones establecidas en el Artículo IX, la cantidad de uranio enriquecido en el isótopo U-235 transferido en virtud del Artículo VI o del Artículo VII y que se halle bajo la jurisdicción del Gobierno de España puede incluir aquellas cantidades que, por mutuo acuerdo, se consideren necesarias para el cumplimiento de los fines autorizados por este Acuerdo, incluyendo la carga de reactores y experimentos de reactores en España y su funcionamiento eficaz y continuo.

C. Cuando cualquier material nuclear especial recibido de los Estados Unidos de América en virtud de este Convenio o del Convenio sustituído requiera ser objeto de reelaboración, o cuando cualesquiera elementos combustibles irradiados que contengan material combustible recibido de los Estados Unidos de América en virtud de este Convenio o del Convenio sustituído hayan de ser retirados de un reactor y alterados en su forma o contenido, tal reelaboración o alteración se efectuará en instalaciones aceptables para ambas Partes, después de que éstas determinen conjuntamente que puede aplicarse de forma efectiva lo previsto en el Artículo XI.

D. El material nuclear especial producido como resultado del proceso de irradiación en cualquier parte del combustible que pueda ser arrendado por la Comisión en virtud del presente, o pueda haber sido arrendado en virtud del Convenio sustituído, lo será por cuenta del arrendatario y, después de reelaborado de acuerdo con lo establecido en el párrafo C de este Artículo, la titularidad del susodicho material pertenecerá al arrendatario a menos que la Comisión y el arrendatario pacten lo contrario.

E. Ningún material nuclear especial producido en el curso de la utilización del material transferido al Gobierno de España, o a personas autorizadas que se hallen bajo su jurisdicción, en virtud del presente o del Convenio sustituído podrá transferirse a la jurisdicción de otra nación o grupo de naciones, salvo si la Comisión conviniere en tal transferencia.

F. Ciertos materiales de interés en energía atómica, que pueden ser facilitados por la Comisión en virtud de este Convenio o que pueden haber sido facilitados en virtud del Convenio sustituído, son peligrosos para personas y propiedades, si no se manejan y usan con cuidado. Efectuada la entrega de tales materiales, el Gobierno español asumirá la plena responsabilidad, en tanto en cuanto le alcance al Gobierno de los Estados Unidos de América, por lo que respecta a seguridad en el manejo y uso de tales materiales. Con respecto a cualquier clase de material nuclear especial o elementos combustibles que la Comisión, en virtud de este Convenio, arrendare al Gobierno español o a cualquier persona sujeta a su jurisdicción o pudiera haber arrendado en virtud del Convenio sustituído, el Gobierno español indemnizará al Gobierno de los Estados Unidos y le eximirá de toda responsabilidad (incluso de responsabilidad frente a terceros) por cualquier causa dimanante de la producción, fabricación, propiedad, arrendamiento, posesión y uso de tal material nuclear especial o elementos combustibles después de su entrega por la Comisión al Gobierno español o a cualquier persona sujeta a su jurisdicción.

ARTICULO IX

El trabajo de separación necesario para producir el uranio enriquecido en el isótopo U-235 transferido en virtud de este Convenio, o del Convenio sustituído, por los Estados Unidos de América a España para sus aplicaciones energéticas no excederá del necesario para alimentar los ciclos del

combustible de los reactores cuyas potencias instaladas sumen treinta mil (30.000) megavatios eléctricos.

ARTICULO X

El Gobierno de España garantiza que:

(1) Se mantendrán las salvaguardias previstas en el Artículo XI.

(2) Ningún material, incluídos los equipos y dispositivos, transferidos al Gobierno de España o a personas autorizadas sujetas a su jurisdicción, por compra u otra forma de conformidad con este Convenio o el Convenio sustituído, ni ningún material nuclear especial producido en el curso de la utilización de tales materiales, equipos y dispositivos, se usará para armas atómicas o para trabajos de investigación o desarrollo de armas atómicas o para cualquier otro fin de carácter militar.

(3) Ningún material, incluídos los equipos y dispositivos, transferidos al Gobierno de España o a personas autorizadas sujetas a su jurisdicción en virtud de este Convenio o del Convenio sustituído, se cederá a personas no autorizadas o no sujetas a la jurisdicción del Gobierno de España, salvo cuando la Comisión conviniere en tal transferencia a la jurisdicción de otra nación o grupo de naciones y, en este caso, únicamente, si a juicio de la Comisión, dicha transferencia se hallare en consonancia con la finalidad de un Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y la otra nación o grupo de naciones.

ARTICULO XI

A. El Gobierno de los Estados Unidos de América y el Gobierno de España subrayan su común interés en asegurar que todo material, equipo o dispositivo facilitado al Gobierno de España, o a cualquier persona sujeta a su jurisdicción, de conformidad con el presente Convenio o con el Convenio sustituído sea empleado exclusivamente para fines civiles.

B. Salvo en la medida en que los derechos de salvaguardias previstos en este Convenio queden sin efecto en virtud de la aplicación de las salvaguardias del Organismo Internacional de Energía Atómica, según lo prevenido en el Artículo XII, el Gobierno de los Estados Unidos de América, no obstante cualquier otra disposición de este Convenio, tendrá los siguientes derechos:

(1) Con el objeto de asegurar el proyecto y manejo para fines civiles y permitir la eficaz aplicación de las salvaguardias, estará facultado para revisar el proyecto de cualquier

(a) reactor, y

(b) otros equipos y dispositivos cuyo proyecto la Comisión estime pertinente para la eficaz aplicación de las salvaguardias, que se faciliten en virtud de este Convenio, o se hayan facilitado en virtud del Convenio sustituído, al Gobierno de España o a cualquier persona sujeta a su jurisdicción, por el Gobierno de los Estados Unidos de América o por cualquier persona sujeta a su jurisdicción, o que haya de usar, fabricar o someter a tratamiento

cualquiera de los siguientes materiales facilitados: material originario, material nuclear especial, material de moderadores u otro material designado por la Comisión.

(2) Con respecto a cualquier material originario o material nuclear especial facilitado al Gobierno español o a cualquier persona sujeta a su jurisdicción por el Gobierno de los Estados Unidos de América o cualquier persona sujeta a su jurisdicción, y con respecto a cualquier material originario o material nuclear especial utilizado en, recuperado de, o producido como resultado del uso de cualquiera de los siguientes materiales, equipo o dispositivos facilitados:

(a) material originario, material nuclear especial, material de moderadores, u otro material designado por la Comisión;

(b) reactores, y

(c) cualquier otro equipo o dispositivos designados por la Comisión como elemento disponible, con la condición de que se cumpla lo estipulado en este párrafo B(2),

(i) exigir el mantenimiento y exhibición de registros de funcionamiento así como pedir y recibir informes al efecto de coadyuvar al aseguramiento de la contabilidad de tales materiales, y

(ii) requerir que todo material de esta clase bajo la custodia del Gobierno español o cualquier persona

sujeta a su jurisdicción, quede sometido a todas las salvaguardias previstas en este Artículo y a las garantías especificadas en el Artículo X.

(3) Exigir el depósito en instalaciones de almacenaje designadas por la Comisión de cualquiera de los materiales nucleares especiales a que se refiere el párrafo B(2) de este Artículo, que no se utilice corrientemente para fines civiles en España y que no haya sido cedido de conformidad con el Artículo VIII o del que no se haya dispuesto de otra forma, de conformidad con un acuerdo mutuamente aceptable para ambas Partes.

(4) Designar, previa la correspondiente consulta con el Gobierno español, el personal que, acompañado -si cualquiera de las Partes así lo solicitare- por personal designado por el Gobierno español, tenga acceso en España a todos los lugares y datos necesarios para responder de los materiales originarios y materiales nucleares especiales sujetos al párrafo B(2) de este Artículo y a los efectos de determinar si existe cumplimiento de este Convenio y tomar las medidas independientes que se estimen necesarias.

(5) En el caso de incumplimiento de las disposiciones de este Artículo o de las garantías establecidas en el Artículo X y si el Gobierno español dejare de cumplir lo establecido en este Artículo dentro de un plazo de tiempo razonable, suspender o denunciar este Convenio y exigir la devolución de todos los materiales, equipo y dispositivos a que se refiere el párrafo B(2) de este Artículo.

(6) Consultar con el Gobierno español sobre cuestiones relativas a sanidad y seguridad.

C. El Gobierno español se obliga a facilitar la aplicación de las salvaguardias previstas en este Artículo.

ARTICULO XII

A. El Gobierno de los Estados Unidos de América y el Gobierno de España reconocen que, en virtud de un Convenio concertado entre ambos y el Organismo Internacional de Energía Atómica el 9 de diciembre de 1966, el Organismo ha aplicado salvaguardias a los materiales, equipo y dispositivos transferidos a la jurisdicción del Gobierno de España en virtud del Convenio sustituído. Las Partes, reconociendo que sería deseable seguir utilizando los medios y servicios del Organismo Internacional de Energía Atómica, convienen en que las salvaguardias del Organismo continuarán aplicándose a los materiales, equipo y dispositivos transferidos en virtud del Convenio sustituído o que se transfieran en virtud de este Convenio.

B. La aplicación continuada de las salvaguardias del Organismo de conformidad con este Artículo se llevará a cabo bien según el antedicho convenio trilateral entre las Partes y el Organismo y sus posibles enmiendas, bien según otro convenio trilateral que lo pudiera sustituir, bien por convenio que pudiere concertarse entre el Organismo Internacional de Energía Atómica y el Gobierno de España de conformidad con el Artículo III del Tratado de No-proliferación de Armas Nucleares. Se entiende que, sin modificación de este Convenio, los derechos de salvaguardia concedidos al Gobierno de los

Estados Unidos de América según el Artículo XI de este Convenio quedarán sin efecto durante el plazo de tiempo y en la medida en que el Gobierno de los Estados Unidos de América convenga en que la necesidad de ejercer tales derechos está satisfecha por un Convenio sobre salvaguardias de los que se citan en este párrafo.

C. En el caso de que el Convenio sobre salvaguardias aplicable mencionado en el párrafo B de este Artículo, fuera resuelto antes de la expiración de este Convenio, y de que las Partes no llegaran rápidamente a un acuerdo sobre la reanudación de las salvaguardias del Organismo, cualquiera de las Partes podrá denunciar este Convenio, notificándolo a la otra. Antes de que cualquiera de las Partes tome medidas para denunciarlo, las Partes considerarán cuidadosamente el efecto económico de esta denuncia. Ninguna de las Partes invocará sus derechos de denuncia hasta que la otra Parte haya sido notificada con suficiente antelación que permita tomar disposiciones al Gobierno español, si él es la otra Parte, para contar con otra fuente de energía y permitir el ajuste de los programas de producción al Gobierno de los Estados Unidos de América, si él es la otra Parte. En el caso de denuncia por cualquiera de las Partes, el Gobierno español devolverá al Gobierno de los Estados Unidos de América, a petición de éste, todos los materiales nucleares especiales recibidos en virtud de este Convenio o del Convenio sustituído y que estén todavía en su poder o en poder de personas sujetas a su jurisdicción. El Gobierno de los Estados Unidos de América compensará al Gobierno de España, o a las personas autorizadas

sujetas a su jurisdicción, por sus intereses en tales materiales así devueltos, aplicando la escala de precios de la Comisión que rija en los Estados Unidos de América.

ARTICULO XIII

Los derechos y obligaciones de las Partes previstas en este Convenio se extenderán, en cuanto sea de aplicación, a las actividades de cooperación que hubieran comenzado de conformidad con el Convenio sustituído, incluídos, pero sin limitarse a ello, la información, los materiales, equipos y dispositivos transferidos en virtud del mismo.

ARTICULO XIV

El "Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de España relativo a los usos civiles de la energía atómica", firmado el 16 de agosto de 1957, y modificado, será sustituído por este Convenio en la fecha en que este último entre en vigor.

ARTICULO XV

Cada una de las Partes notificará a la Otra por escrito el cumplimiento de su parte de los necesarios requisitos legales y constitucionales para que sea aplicable el presente Convenio. Este entrará en vigor en la fecha de recepción por una de las Partes de la última de estas notificaciones y permanecerá vigente por un período de cuarenta (40) años. Este período de cuarenta años podrá ampliarse por el período

43-377 O - 75 - 70

adicional que las Partes acuerden de conformidad con sus requisitos legales y constitucionales respectivos.

EN FE DE LO CUAL, los abajo firmantes, debidamente autorizados, han firmado este Convenio.

HECHO EN Washington , por duplicado, en idiomas inglés y español, siendo ambos textos igualmente auténticos, hoy, día 20 de marzo , de 1974.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

POR EL GOBIERNO DE ESPAÑA:

[RELATED NOTE]

DEPARTMENT OF STATE
WASHINGTON

MARCH 20, 1974

EXCELLENCY:

I have the honor to refer to the proposed new Agreement for Cooperation between our two Governments concerning civil uses of atomic energy.

In connection with this Agreement and with the related trilateral safeguards agreement between our two Governments and the International Atomic Energy Agency, and consistent with the position of this Government in the case of all other agreements of these types to which the Government of the United States of America is a party, it is understood that the material subject thereto will not be used for any nuclear explosive device, regardless of how the device itself is intended to be used, and that the safeguards provided under the trilateral agreement will verify that such material is not so used.

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

For the Secretary of State:

ARTHUR A. HARTMAN

His Excellency
ANGEL SAGAZ,
Ambassador of Spain.

REPUBLIC OF KOREA

Atomic Energy: Cooperation for Civil Uses

Agreement amending and extending the agreement of November 24, 1972.
Signed at Washington May 15, 1974;
Entered into force June 26, 1974.

AMENDMENT TO 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

The Government of the United States of America and the Government of the Republic of Korea,

Desiring to amend the 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, signed at Washington on November 24, 1972[1] (hereinafter referred to as the "Agreement for Cooperation"),

Agree as follows:

[1] TIAS 7583; 24 UST 775.

ARTICLE I

Article VII of the Agreement for Cooperation is amended to read as follows:

"A. Subject to the availability of capacity in Commission facilities for uranium enrichment and within the quantity authorized in Article IX for transfer, contracts with the Government of the Republic of Korea, or with authorized persons under its jurisdiction, may be entered into by the Commission as herein set forth for the production or enrichment of uranium enriched in the isotope U-235 for use as fuel in power applications undertaken within the Republic of Korea. It is understood by the Parties that, at such times as the Government of the Republic of Korea, or such authorized persons, have requirements for such services and are prepared to execute firm contracts which set forth the agreed delivery schedules and other terms and conditions of supply of such services, the Government of the Republic of Korea or such authorized persons will have access on an equitable basis with other purchasers of such services to uranium enrichment capacity then available in Commission facilities and not already allocated.

"B. Additionally, upon request by the Government of the Republic of Korea or authorized persons under its jurisdiction, the Commission may, at its option and under terms and conditions as may be agreed, sell uranium enriched in the isotope U-235 in such amounts as are within the quantity authorized in Article IX for transfer for use as fuel in power applications undertaken within the Republic of Korea.

"C. Under such terms and conditions as may be agreed, the Commission may transfer (including, inter alia, supply through enrichment services contracts) to the Government of the Republic of Korea, or authorized persons under its jurisdiction, uranium enriched in the isotope U-235 for use as fuel in reactor experiments and reactors other than those covered under paragraphs A and B of this Article, including reactors for research, materials testing, experimental, scientific and industrial uses.

"D. Special nuclear material other than uranium enriched in the isotope U-235 may be transferred to the Government of the Republic of Korea, or to authorized persons under its jurisdiction, for use as fuel in reactors and reactor experiments, provided that the Commission may transfer quantities of such material only to the extent that they fall within an authorized ceiling therefor set forth in Article IX for transfer and that the terms and conditions of each such transfer shall be agreed upon in advance."

ARTICLE II

Article VIII of the Agreement for Cooperation is amended to read as follows:

"A. The enriched uranium supplied under this Agreement may contain up to twenty percent (20%) in the isotope U-235. A portion of the uranium enriched in the isotope U-235 so supplied may be made available as material containing more than twenty percent (20%) in the isotope U-235 when the Commission finds there is a technical or economic justification for such a transfer.

"B. Subject to the provisions of Article IX, the quantity of uranium enriched in the isotope U-235 transferred under Article VI or Article VII and under the jurisdiction of the Government of the Republic of Korea may include such amounts as are mutually agreed to be necessary for the accomplishment of the purposes authorized in this Agreement, including the fueling of reactors or reactor experiments in Korea and their efficient and continuous operation.

"C. When any special nuclear material received from the United States of America pursuant to this Agreement or the superseded Agreement requires reprocessing, or any irradiated fuel elements containing fuel material received from the United States of America pursuant to this Agreement or the superseded Agreement are to be removed from a reactor and are to be altered in form or content, such reprocessing or alteration shall be performed in facilities acceptable to both Parties upon a joint determination of the Parties that the provisions of Article XI may be effectively applied.

"D. Special nuclear material produced as a result of irradiation processes in any part of the fuel that may be leased by the Commission under this Agreement or the superseded Agreement shall be for the account of the lessee and, after reprocessing as provided in paragraph C of this Article, title to such produced material shall be in the lessee unless the Commission and the lessee otherwise agree.

"E. Special nuclear material produced through the use of material transferred to the Government of the Republic of Korea or to authorized persons under its jurisdiction pursuant

to this Agreement or the superseded Agreement may be transferred to any other nation or group of nations, provided that such nation or group of nations has an appropriate agreement for cooperation with the Government of the United States of America or guarantees the use of such special nuclear material for peaceful purposes under safeguards acceptable to the Parties.

"F. After delivery of atomic energy materials which may be provided in accordance with this Agreement, or which have been provided under the superseded Agreement, the Government of the Republic of Korea shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any special nuclear material or fuel elements which the Commission may, pursuant to this Agreement, lease to the Government of the Republic of Korea or to any person under its jurisdiction, or may have leased pursuant to the superseded Agreement, the Government of the Republic of Korea shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease and the possession and use of such special nuclear material or fuel elements after delivery by the Commission to the Government of the Republic of Korea or to any person under its jurisdiction."

ARTICLE III

Article IX of the Agreement for Cooperation is amended to read as follows:

"The separative work required to produce the uranium enriched in the isotope U-235 transferred under this Agreement, or the superseded Agreement, from the United States of America to the Republic of Korea for power applications shall not exceed that necessary to support the fuel cycles of reactors having a total installed capacity of five thousand (5,000) megawatts (electric)."

ARTICLE IV

Article XV of the Agreement for Cooperation is amended by deleting "thirty (30)" and substituting in lieu thereof "forty-one (41)".

ARTICLE V

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

[1] June 26, 1974.

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

DONE at Washington, in duplicate, in the English and Korean languages, both equally authentic, this fifteenth day of May, 1974.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Robert S. Ingersoll [1]

[2]

FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA:

Pyong Choon Hahm [3]

[1] Robert S. Ingersoll
[2] Dixy Lee Ray
[3] Pyong Choon Hahm

원자력의 민간 이용에 관한 미합중국 정부와 대한민국 정부간의 협력을 위한 협정 개정

TIAS 7842

미합중국 정부와 대한민국 정부는,

1972년 11월 24일 워싱턴에서 서명된 원자력의 민간 이용에 관한 미합중국 정부와 대한민국 정부간의 협력을 위한 협정 (이하 "협력을 위한 협정"이라 칭한다)의 개정을 열망하여,

다음과 같이 합의 한다.

제 1 조

협력을 위한 협정의 제 7조를 다음과 같이 개정한다:

"A. 우라늄 농축을 위한 위원회 시설 용량의 이용가능성에 의거하여, 또한 양도에 관하여 제 9조에서 인가된 양의 범위내에서, 대한민국에서 착수되는 동력용 연료로 사용하기 위한 동위원소 U-235 의 농축 우라늄의 생산 또는 농축을 위하여 본 협정에 규정된 바에 따라, 위원회는 대한민국 정부 또는 그 관할하에 있는 권한을 위임받은 주체와 계약을 체결할 수 있다. 양 당사자는 대한민국 정부 또는 그 권한을 위임받은 주체가 동 용역을 필요로하고, 동 용역의 제공에 관하여 합의된 인도 계획 및 기타 조건을 규정한 고정계약을 체결할 준비가 되어 있을때, 대한민국 정부 또는 그 권한을 위임받은 주체가 동 용역에 대한 타 구매자와 동등한 기초 위에서 그 당시 위원회의 시설상 이용 가능하고 또한 아직 할당되지 않은 우라늄 농축 용량을 이용함을 양해한다.

B. 그 이외에, 대한민국 정부 또는 그 관할하에 있는 권한을 위임받은 주체의 요청에 의거하여 위원회는 그 선택에 따라 또한 합의되는 조건에 따라 양도에 관하여 제 9조에서 인가된 양의 범위내에서, 대한민국내에서 착수되는 동력용 연료로 사용하기 위한 동위원소 U-235 의 농축 우라늄을 판매할 수 있다.

C. 합의되는 조건에 따라 위원회는 대한민국 정부 또는 그 관할하에 있는 권한을 위임받은 주체에 대하여 연구용, 물질 시험용, 실험용, 과학 및 산업용 원자로를 포함한 본조 A 항 및 B 항에 규정된 이외의 원자로와 원자로 실험용 연료로 사용하기 위한 동위원소 U-235 의 농축 우라늄을 양도(특히 농축 용역 계약을 통한 공급을 포함하여) 할 수 있다.

D. 동위원소 U-235의 농축 우라늄 이외의 특수 핵 물질은, 동 물질이 양도에 관하여 제 9조에서 규정한 인가량내에 해당하는 것으로서 위원회가 양도할 수 있는 경우 및 동 물질양도의 조건이 사전에 합의된 경우에, 원자로 및 원자로 실험용 연료로 사용하기 위하여 대한민국 정부 또는 그 관할하에 있는 주체에 대하여 양도될 수 있다".

제 2 조

협력을 위한 협정의 제 8조는 다음과 같이 개정한다.

"A. 본 협정에 따라 공급되는 농축 우라늄은 동위원소 U-235 를 20퍼센트까지 함유 할 수 있다. 본 협정에 따라 공급되는 동위원소U-235 의 농축 우라늄의 일부는, 위원회가 양도의 기술적 또는 경제적 타당성이 있다고 인정할 경우에 동위원소 U-235를 20퍼센트 이상 함유하고 있는 물질의 형태로 제공될 수 있다.

B. 제 9조에 의거하여, 제 6조 또는 제7조에 따르고 또한 대한민국 정부의 관할하에 양도되는 동위원소 U-235 의 농축 우라늄의 양은 대한민국의 원자로 또는 원자로 실험 및 그들의 효과적이고 계속적인 가동을 위한 연료 공급을 포함하여 본 협정에서 인정된 목적 달성에 필요하다고 상호 합의한 양을 포함할 수 있다.

C. 본 협정 또는 대치된 협정에 따라 미합중국으로부터 인수하는 특수 핵 물질이 재처리를 필요로 하거나, 또는 본 협정이나 대치된 협정에 따라 미합중국으로부터 인수하는 연료 물질을 함유하는 조사된 연료 성분이 원자로로부터 제거되어야 하거나 또는 그 형태나 내용에 변형을 가하게 되는 경우에는, 제 11조의 규정을 효과적으로 적용할 수 있도록 양 당사자가 공동으로 결정하여 양 당사자가 수락하는 시설내에서 동 재처리 또는 변형을 한다.

D. 본 협정 또는 대치된 협정에 따라 위원회가 대여하는 연료의 일부를 조사 처리한 결과 생산되는 특수 핵 물질은 임차자의 계정에 포함시키며 또한, 위원회와 임차자가 별도 합의하지 아니하는 한, 본조 C 항에 규정되어 있는 재처리 과정을 거친후에 동 생산된 물질에 대한 권리는 임차자에 속하게 된다.

TIAS 7842

43-377 O - 75 - 71

E. 본 협정 또는 대치된 협정에 따라 대한민국 정부 또는 대한민국 정부 관할하의 권한을 위임받은 주체에게 양도된 물질을 사용하여 생산된 특수 핵 물질은 아 국가 또는 국가군이 미합중국 정부와 적절한 협력 협정을 보유하고 있거나 또는 양 당사자가 수락할 수 있는 안전 조치하에서 동 특수 핵 물질을 평화적 목적으로 사용할 것을 보장하는 경우에 동 국가 또는 국가군에 대하여 양도될 수 있다.

F. 본 협정에 따라서 공급되거나 또는 대치된 협정에 따라 공급된 원자력 물질의 인도후 대한민국 정부는, 미합중국 정부가 관계되는 한, 동 물질의 안전 취급과 사용에 대한 모든 책임을 진다. 본 협정에 따라 위원회가 대한민국 정부 또는 대한민국 정부 관할하에 있는 주체에게 대여하거나 또는 대치된 협정에 따라 대여하게 된 특수 핵 물질 또는 연료성분에 관하여 대한민국 정부는 위원회가 대한민국 정부 또는 대한민국 정부 관할하에 있는 주체에게 인도한 후에 있어서 특수 핵 물질 또는 연료 성분의 생산 또는 제조, 소유권, 대여, 점유 및 사용으로 부터 야기되는 바의 여하한 원인으로 인한 일부 또는 모든 손해배상 책임(제 3자

손해 배상책임 포함)에 대하여 변상할 것을 미합중국 정부에 보증하고 미합중국 정부가 손해를 입지 않도록 한다".

제 3 조

협력을 위한 협정의 제9조를 다음과 같이 개정한다.

"본 협정 또는 대치된 협정에 따라 미합중국 정부로부터 대한민국 정부에 동력용으로 양도되는 동위원소 U-235 의 농축 우라늄을 생산하는데 필요한 분리 작업량은 시설총량 5,000메가와트(전력)을 보유하는 원자로의 연료 주기를 유지하는데 필요한 양을 초과하지 아니한다".

제 4 조

협력을 위한 협정의 제 15조는 "30년"을 삭제하고 그 대신에 "41년"으로 대치하여 개정한다.

제 5 조

본 협정은 각 정부가 타방 정부로부터 본 협정의 발효를 위한 모든 법률상 및 헌법상의 요건을 이행하였다는 서면 통고를 접수한 일자에 발효하며 또한 개정된 바에 따라 협력을 위한 협정의 기간동안 효력을 가진다.

이상의 증거로서 정당히 권한을 위임받은 하기 서명자는 본 협정에 서명하였다.

1974년 5월 15일 워싱톤에서 동등히 정본인 영어와 한국어로 2통을 작성하였다.

미합중국 정부를 위하여

Robert S. Ingersoll

대한민국 정부를 위하여

함병춘

Pyong Chun Hahm

TIAS 7842

JAPAN

Tracking Station: Kwajalein Island

Agreement effected by exchange of notes
Dated at Tokyo March 27, 1974;
Entered into force March 27, 1974.

The American Embassay to the Japanese Ministry of Foreign Affairs

No. 159

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and, referring to the discussions between the representatives of the Government of the United States of America and the Government of Japan regarding the request of the Japanese National Space Development Agency established by Law No. 50 of June 23, 1969 (hereinafter referred to as 'the Japanese Agency') to locate in the United States National Range on Kwajalein Island a temporary Down-Range Station (hereinafter referred to as 'the Station') for its Engineering Test Satellite I and Ionosphere Sounding Satellite Missions, both of which are experimental launchings to be undertaken exclusively for peaceful purposes, has the honor to propose the following arrangements

1. The Japanese Agency will enter into a contract with a United States contractor approved by the United States Government (hereinafter referred to as 'the Contractor') for the location and operation of the Station in the United States National Range on Kwajalein Island. The contract will specify that the Station will be maintained and operated by personnel of the Contractor, and will provide for compensation to the United States Government in the event of injury caused by negligence of the Contractor or the Japanese Agency.

2. Use of the Station by the Japanese Agency will be compatible with United States Government activities in the Marshall Islands. The Japanese Agency will consult with the appropriate United States Government Agency toward that end.

3. The Japanese Agency and the appropriate United States Government Agency will conclude an arrangement for the reimbursement of all costs to the Government of the United States of America

relating to the use of facilities and property on Kwajalein Island by the Japanese Agency

4. The Government of the United States of America or its agencies will receive all required range documentation relating to the location and operation of the Station, including frequency allocation requests, solely through the Contractor.

5. The equipment and materials provided by the Japanese Agency for the location and operation of the Station will remain the property of the Japanese Agency

6. The number of personnel of other than U.S. or Micronesian nationality present at Kwajalein Island for the operation of the Station will normally be limited to two Japanese Agency range officers who will be present only during specified periods of time during the launch of a vehicle, at no time shall the number of personnel of other than U.S. or Micronesian nationality exceed six. All visits to Kwajalein Island will be cleared in advance with the appropriate United States Government Agencies.

7 The Station will be subject to inspection by personnel of the Government of the United States of America.

8. The Government of the United States will also provide equipment and services support as set forth in the attached enclosure.

9. The above arrangements will be limited to the support of two launches.

If the foregoing arrangements are acceptable to the Government of Japan, the Embassy has further the honor to propose that this Note and the Ministry's reply to that effect shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of the Ministry's reply and will continue in force until July 1, 1977, unless otherwise agreed by the two Governments.

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

T P S

Enclosure United States Equipment and Services Support.

EMBASSY OF THE UNITED STATES OF AMERICA,
TOKYO, *March 27, 1974*

[ENCLOSURE]

United States Equipment and Services Support

1. Electric power supply, about 150 KVA (further determined after detailed design).
2. Utilization of short wave communication channel as a back-up channel.
3. Water supply, mainly for use of personnel accommodations, etc.
4. Accommodations for Japanese National Space Development Agency personnel.
5. Commercial telephone services.
6. Loading and unloading service at the port.
7. Utilization of equipment and material for construction.
8. Transportation service.
9. Medical care in case of emergency
10. Supply of meteorological data of the island.

The Japanese Ministry of Foreign Affairs to the American Embassy

国科第68号

昭和49年3月27日

口　上　書

外務省は、在本邦アメリカ合衆国大使館に敬意を表するとともに、1974年3月27日付の同大使館口上書第159号の受領を確認する光栄を有する。

外務省は、更に、同大使館に対し、同口上書により提案された取極が日本国政府にとつて受諾しうるものであることを通報するとともに、同口上書及びこの口上書がこの口上書の日付の日に効力を生じ、かつ両政府が別途合意しない限り、1977年7月1日まで効力を有する両政府間の合意を構成するものとみなすことに同意する光栄を有する。

外務省

Translation

[SEAL]

KOKKA No. 68 *March 27, 1974*

Note Verbale

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge the receipt of the Embassy's Note No. 159, dated March 27, 1974.

The Ministry of Foreign Affairs further has the honor to inform the Embassy that the arrangements proposed in the said note are acceptable to the Government of Japan and to agree that the Embassy's note and this note in reply shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply and will continue in force until July 1, 1977, unless otherwise agreed by the two Governments.

INDEX

Page

Afghanistan:
  Agricultural commodities . . . 245
  Technical cooperation 217
Agriculture:
  Agricultural commodities:
    Afghanistan 245
    Bangladesh 38, 307, 630
    Bolivia 156
    Colombia 180, 627
    Guinea 917
    Jordan 280
    Philippines 723
    Sri Lanka 260
    Sudan 844
    Viet-Nam, Republic of . . . 185, 188, 220, 293, 623
  Food and Agriculture Organization, amendments to constitution, multilateral . . 928
Air services. *See under* Aviation.
Aircraft:
  Appliances and glider aircraft, imported, certificates of airworthiness for, Finland . . 262
  Preclearance. *See under* Aviation.
Antarctica, measures in furtherance of principles and objectives of Antarctic treaty, certain recommendations, multilateral 266
Atomic energy:
  Application of IAEA safeguards pursuant to non-proliferation treaty, multilateral protocols with—
    Iran 853
    Thailand 910
    Viet-Nam, Republic of . . . 178
  Cooperation for civil uses—
    China, Republic of 913
    Korea, Republic of 1102
    Spain 1063
    Switzerland 19

Page

Aviation:
  Air charter services—
    France 641
    Germany, Federal Republic of 298
    Netherlands 1
    United Kingdom 905
  Air services, nonscheduled—
    Canada 787
    Yugoslavia, Socialist Federal Republic of 659
  Air transport services, Canada . 748
  Aircraft appliances and glider aircraft, imported, certificates of airworthiness for, Finland 262
  Preclearance, Canada 763
  Preclearance for entry into U.S.—
    Bahamas 646
    Bermuda 288

Bahamas, aviation, preclearance for entry into U.S. 646
Bangladesh, agricultural commodities 38, 307, 630
Belgium, consular relations . . . 41
Bermuda, aviation, preclearance for entry into U.S. 288
Bolivia, agricultural commodities . 156
Brazil, space research project in, multilateral 856

Canada:
  Aviation—
    Air services, nonscheduled . 787
    Air transport services . . . 748
    Preclearance 763
  Fishing privileges, reciprocal . . 653
  Radar defense system, continental, closing of certain stations 283

Page

Canada—Continued
Telecommunications, promotion of safety on Great Lakes by means of radio . . 935
China, Republic of:
Atomic energy, cooperation for civil uses 913
Trade in textiles 720
Claims, settlement of, agreement with Peru 227
Coffee agreement, international . 379
Colombia, agricultural commodities 180, 627
Consular relations, Belgium . . . 41
Cotton textiles. *See under* Trade in textiles.

Economic, technical and related assistance, Yemen Arab Republic 715
Education, financing of exchange programs, Federal Republic of Germany 169
Egypt, trade in cotton textiles . . 850
Energy, atomic. *See* Atomic energy.
Energy, international cooperation in field of 223
Extradition, Paraguay 967

Finance, Public Law 480 and other funds, India 866
Finland, certificates of airworthiness for imported glider aircraft and aircraft appliances . 262
Fishing privileges, reciprocal, Canada 653
Food and Agriculture Organization, amendments to constitution, multilateral 928
France, air charter services . . . 641

General agreement on tariffs and trade. *See* Tariffs and trade, general agreement on.
Germany, Federal Republic of:
Air charter services 298
Education, financing of exchange programs 169
Space research project in Brazil, multilateral 856

Page

Great Lakes, safety on, promotion by means of radio, telecommunications agreement with Canada 935
Guinea, agricultural commodities . 917

Health regulations, international, amendment of 197

India, finance, Public Law 480 and other funds 866
International Atomic Energy Agency, application of safeguards pursuant to non-proliferation treaty. *See under* Atomic energy.
Iran:
Atomic energy, application of IAEA safeguards pursuant to non-proliferation treaty, multilateral protocol . . . 853
Military mission 295
Italy, trade, cotton velveteen fabrics 153

Japan:
Tracking station, Kwajalein Island 1120
Whaling, international observer scheme 732
Jordan, agricultural commodities . 280

Korea, Republic of, atomic energy, cooperation for civil uses . . 1102
Kwajalein Island tracking station, Japan 1120

Malta, trade in cotton textiles . . 285
Military mission, Iran 295
Multilateral treaties, agreements, etc:
Antarctica, measures in furtherance of principles and objectives of Antarctic treaty, certain recommendations . 266
Atomic energy, application of IAEA safeguards pursuant to non-proliferation treaty, protocols with—
Iran 853
Thailand 910
Viet-Nam, Republic of . . . 178

Page

Multilateral treaties, agreements, etc.—Continued
Coffee agreement, international 379
Energy, international cooperation in field of, agreement . 223
Food and Agriculture Organization, amendments to constitution 928
Health regulations, amendments . 197
Narcotic drugs, amendment of 1961 single convention on . 651
Phonogram producers, protection against unauthorized duplication of their phonograms, convention 309
Space research project in Brazil, agreement with Brazil and Federal Republic of Germany 856
Tariffs and trade, general agreement on, provisional accession of—
Philippines 993
Tunisia 616
Trade in textiles, international, arrangement 1001

Narcotic drugs, amendment of 1961 single convention on, multilateral 651
Netherlands, air charter services . 1
New Zealand, scientific and technical cooperation 304
Nicaragua, trade in cotton textiles 183

Oil and other energy sources, international cooperation . . . 223

Paraguay, extradition 967
Peru, settlement of certain claims . 227
Philippines:
Agricultural commodities . . . 723
Tariffs and trade, general agreement on, provisional accession to, multilateral declaration 993
Veterans memorial hospital, use of, grants-in-aid for medical care and treatment of veterans and rehabilitation of hospital plant 632

Page

Phonogram producers, protection against unauthorized duplication of their phonograms, multilateral convention . . . 309
Polish People's Republic, trade in cotton textiles 193
Portugal, trade in cotton textiles . 302
Property, surplus, off-shore sales facility, Singapore 279
Purchasing commission, temporary, establishment of, agreement with Soviet Union . . 6

Radar defense system, continental, closing of certain stations, Canada 283
Radio, promotion of safety on Great Lakes by means of, telecommunications agreement with Canada 935

Scientific and technical cooperation (*see also* Technical cooperation), New Zealand . . . 304
Singapore:
Property, surplus, off-shore sales facility 279
Trade in—
Cotton textiles 203
Wool and man-made fiber textile products 208
Soviet Union, establishment of temporary purchasing commission 6
Space:
Research project in Brazil, multilateral agreement with Brazil and Federal Republic of Germany 856
Tracking stations—
Japan, Kwajalein Island . . 1120
Spain 175
Spain:
Atomic energy, cooperation for civil uses 1063
Tracking stations 175
Sri Lanka, agricultural commodities 260
Sudan, agricultural commodities . 844
Switzerland, atomic energy, cooperation for civil uses 19

Page

Tariffs and trade, general agreement on, multilateral, provisional accession of:
Philippines 993
Tunisia 616
Technical and related assistance, Yemen Arab Republic . . . 715
Technical cooperation:
Afghanistan 217
New Zealand 304
Telecommunications, promotion of safety on Great Lakes by means of radio, Canada . . . 935
Textiles trade. *See* Trade in textiles.
Thailand, atomic energy, application of IAEA safeguards pursuant to non-proliferation treaty, multilateral protocol . 910
Tracking stations:
Japan, Kwajalein Island . . . 1120
Spain 175
Trade in textiles:
China. 720
Cotton—
Egypt 850
Malta 285
Nicaragua 183
Polish People's Republic . . 193
Portugal 302
Singapore 203
Cotton velveteen fabrics, Italy . 153
Multilateral arrangement . . . 1001
Wool and man-made fiber textile products, Singapore . . 208
Tunisia, provisional accession to general agreement on tariffs and trade, multilateral procès-verbal 616

United Kingdom, air charter services 905

Veterans memorial hospital, use of, grants-in-aid for medical care and treatment of veterans and rehabilitation of hospital plant, Philippines 632
Viet-Nam, Republic of:
Agricultural commodities . . . 185, 188, 220, 293, 623
Atomic energy, application of IAEA safeguards pursuant to non-proliferation treaty, multilateral protocol . . . 178

Whaling, international observer scheme, Japan 732
Wool and man-made fiber textile products, Singapore 208
World Health Organization, amendment of international health regulations 197

Yemen Arab Republic, economic, technical and related assistance 715
Yugoslavia, Socialist Federal Republic of, nonscheduled air services 659

U.S. GOVERNMENT PRINTING OFFICE: 1975 O—43-377