

# United States Treaties and Other International Agreements



VOLUME 15

IN TWO PARTS

Part 2

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# COLOMBIA

## Weather Stations: Continuation of Cooperative Meteorological Program

*Agreement effected by exchange of notes  
Signed at Bogotá April 27 and May 13, 1964;  
Entered into force May 13, 1964;  
Operative July 1, 1962.*

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*The American Chargé d'Affaires ad interim to the Colombian Minister of Foreign Relations*

No. 450

BOGOTÁ, April 27, 1964.

EXCELLENCY:

I have the honor to refer to the Cooperative Program between the Government of the Republic of Colombia and the Government of the United States of America for the establishment and operation of rawinsonde observation stations on San Andres Island and at Bogotá, Colombia. The program was established under the terms of an agreement between the Government of the United States of America and the Government of Colombia effected by an exchange of notes of February 6 and March 14, 1956.<sup>[1]</sup> That agreement entered into force on July 6, 1956 for a term of three years, at the end of which time it was replaced and the program extended for an additional three years by an agreement between the two Governments effected by an exchange of notes on January 8 and May 8, 1959.<sup>[2]</sup>

I now have the honor to propose, in view of the mutual benefits which it is anticipated would result, that the Cooperative Meteorological Program be continued for an additional period of three years, in accordance with the following principles:

1. Cooperating Agencies. The cooperating agencies will be (1) for the Government of Colombia, the *Empresa Colombiana de Aeródromos*, hereinafter referred to as the Colombian Cooperating Agency, and (2) for the Government of the United States of America, The Weather Bureau, Department of Commerce, hereinafter referred to as the United States Cooperating Agency

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<sup>1</sup> TIAS 3611, 7 UST 2095.

<sup>2</sup> TIAS 4231, 10 UST 978.

The technical details necessary for carrying out the program shall be embodied in a Memorandum of Arrangement between the Cooperating Agencies. The Memorandum of Arrangement may be amended at any time by the concurrence of the Cooperating Agencies.

2. General Purpose. The general purposes of the present agreement shall be as follows:
  - (a) To provide for the continuation of aerological observing stations on San Andres Island and at Bogotá in order to secure reports of combined radiowind and radiosonde observations daily at the standard times of 0000 and 1200 GMT and occasionally at other times, upon the request of the United States Cooperating Agency, when additional observations are needed for hurricane forecasting and research.
  - (b) To provide for the daily exchange of reports of combined radiowind and radiosonde observations between the Cooperating Agencies for the use of the respective country, in addition to other exchanges previously established.
3. Title of Property. For the duration of the project, title to all buildings and real estate shall be vested in the Colombian Cooperating Agency; title to all equipment furnished by the United States Cooperating Agency or purchased with funds supplied by the United States Cooperating Agency shall remain vested in that Agency; and title to all equipment furnished by the Colombian Cooperating Agency or purchased with funds supplied by the Colombian Cooperating Agency shall remain vested in that Agency.
4. Expenditures. All expenditures incident to the obligations assumed by the United States Cooperating Agency shall be paid directly by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Colombian Cooperating Agency shall be paid directly by the Government of Colombia.
5. Conduct of Work. Employees furnished by the United States Cooperating Agency shall be considered as being in the sole employment of the United States Cooperating Agency. The Colombian Cooperating Agency and its officers and agents shall be held harmless from any liability whatsoever resulting from the use of the station equipment, including vehicles, by the United States agents or employees. Employees furnished by the Colombian Cooperating Agency shall be considered as being in the sole employment of the Colombian Cooperating Agency. The United States Cooperating Agency and its officers and agents shall be held harmless from any liability whatsoever resulting from the use of the station equipment,

- including vehicles, by the agents or employees of the Colombian Cooperating Agency.
6. Exemption from Duties and Taxes. All equipment and supplies imported into the Republic of Colombia by the United States Cooperating Agency for use in the cooperative program shall be admitted free of customs and import duties. Employees of the Government of the United States, whose services may be provided by the United States Cooperating Agency for the purpose of the present agreement, shall be exempt from all Colombian income taxes and social security taxes. Such employees shall likewise be exempt from the payment of customs and import duties on one automobile, household goods and personal effects, equipment and supplies imported into the Republic of Colombia for their own use or that of the members of their immediate families, at the time of their entry into the country, or within the following six months, in conformity with article 37 of Colombian Government Decree 3135 of 1956.
7. Protection of Meteorological Radio Frequencies. The Government of Colombia will protect the radio operating frequencies 401–406 mc and 1660–1700 mc to insure their use free of interference for rawinsonde observations in accordance with International Telecommunication Union Regulations agreed to in Geneva in 1959.<sup>[1]</sup>
8. Term. The agreement shall remain in force through June 30, 1965, and may be continued in force for additional periods by written agreement to that effect by the two Governments, but either Government may terminate the present agreement by giving to the other Government notice in writing sixty days in advance. Participation on the part of either Government in the project contemplated by the present agreement shall be subject to the availability of funds appropriated by the legislative bodies of the respective Governments.

I have the honor to propose that this note and your reply thereto accepting the aforementioned principles be considered as constituting an agreement between our two Governments concerning this matter, which shall enter into force on the date of your reply, operative retroactively as of July 1, 1962.

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

HENRY DEARBORN  
*Charge d'Affaires a.i.*

His Excellency

FERNANDO GÓMEZ MARTÍNEZ,  
*Minister of Foreign Relations,*  
*Bogotá.*

<sup>1</sup> TIAS 4893; 12 UST 2377.

*The Colombian Minister of Foreign Relations to the American Chargé  
d'Affaires ad interim*

REPÚBLICA DE COLOMBIA  
MINISTERIO DE RELACIONES EXTERIORES

D. 971

BOGOTÁ, 13 de mayo de 1964

HONORABLE SEÑOR:

Tengo el honor de avisar recibo de la atenta nota de fecha 27 de abril del presente año, en la cual Vuestra Señoría, se refiere al programa cooperativo entre los Gobierno de la República de Colombia y el de los Estados Unidos de América para el establecimiento y funcionamiento de estaciones "rawinsonde" en la Isla de San Andrés y en Bogotá. En vista de los mutuos beneficios que se esperan, el Programa Metereológico Cooperativo será continuado por un período adicional de tres años, de acuerdo con los siguientes principios:

- 1o.- Organismos Cooperadores.— Los Organismos Cooperadores serán (1) para el Gobierno de Colombia, la Empresa Colombiana de Aeródromos denominada de aquí en adelante el Organismo Cooperador Colombiano, y (2) para el Gobierno de los Estados Unidos de América, la Oficina Meteorológica, Departamento de Comercio, denominada aquí en adelante el Organismo Cooperador de los Estados Unidos. Los detalles técnicos necesarios para llevar a cabo el programa estarán incluidos en un Memorando de Arreglo entre Organismos Cooperadores. El memorando de arreglo puede ser enmendado en cualquier época por común acuerdo de los Organismos Cooperadores.
- 2o.- Propósito General.— El propósito general del presente contrato será el siguiente:
  - a) Proveer a la continuación de estaciones de observación aerológica en la Isla de San Andrés y en Bogotá con el fin de obtener informes de observación combinada de radio-viento y radio-sonda diariamente en las horas oficiales de 0000 y 1200 GMT y ocasionalmente en otras horas, a solicitud del Organismo Cooperador de los Estados Unidos, cuando se necesitan observaciones adicionales para previsión e investigación de huracanes.
  - b) Proveer el intercambio diario de informes de observaciones combinadas de radio-viento y radio-sonda entre los Organismos Cooperadores para uso del respectivo país, además de los otros intercambios establecidos previamente.
- 3o.- Título de Propiedad.— Mientras dure el proyecto, la propiedad sobre todos los edificios y bienes raíces pertenecerá al Organismo Cooperador Colombiano; la propiedad sobre todo el equipo suministrado por el Organismo Cooperador de los Estados Unidos o comprado con fondos suministrados por el Organismo Cooperador de los Estados Unidos con-

tinuará perteneciendo a dicho Organismo; y la propiedad sobre todo el equipo suministrado por el Organismo Cooperador Colombiano o comprado con fondos suministrados por el Organismo Cooperador Colombiano pertenecerá a dicho Organismo.

- 40.- Gastos.— Todos los gastos correspondientes a las obligaciones asumidas por el Organismo Cooperador de los Estados Unidos serán pagados directamente por el Gobierno de los Estados Unidos de América y todos los gastos correspondientes a las obligaciones asumidas por el Organismo Cooperador Colombiano serán pagados directamente por el Gobierno de Colombia.
- 50.- Conducción del Trabajo.— Los empleados suministrados por el Organismo Cooperador de los Estados Unidos serán considerados únicamente al servicio del Organismo Cooperador de los Estados Unidos. El Organismo Cooperador Colombiano y sus funcionarios y agentes serán considerados indemnes de cualquier responsabilidad resultante del empleo del equipo de la estación, inclusive vehículos, por parte de agentes o empleados de los Estados Unidos. Los empleados suministrados por el Organismo Cooperador Colombiano serán considerados como al servicio exclusivo del Organismo Cooperador Colombiano. El Organismo Cooperador de los Estados Unidos y sus funcionarios y agentes serán considerados como indemnes de cualquier responsabilidad resultante del uso de equipo de estación, inclusive vehículos, por los agentes o empleados del Organismo Cooperador Colombiano.
- 60.- Exención de Derechos e Impuestos.— Todo el equipo y materiales importados a la República de Colombia por el Organismo Cooperador de los Estados Unidos para uso en el programa cooperativo será admitido libre de derechos de aduana e importación. Los empleados del Gobierno de los Estados Unidos, cuyos servicios sean provistos por el Organismo Cooperador de los Estados Unidos para los fines del presente Contrato, estarán exentos de todo impuesto sobre la renta e impuesto de seguro social de Colombia. Estos empleados estarán igualmente exentos del pago de derechos aduaneros y de importación sobre automóvil, enseres domésticos y efectos personales, equipo y accesorios importados a la República de Colombia para su propio uso y para el uso de los miembros de sus familias inmediatas, en el momento de su entrada al país o dentro de los seis meses siguientes, de conformidad con el artículo 37 del Decreto 3135 de 1956, del Gobierno de Colombia.
- 70.- Protección de Radio Frecuencias Meteorológicas.— El Gobierno de Colombia protegerá las radio-frecuencias que operan en 401-406mc y 1660-1700, con el fin de garantizar su uso libre de interferencias para observaciones "rawinsonde", de acuerdo con los reglamentos internacionales de la Unión de Telecomunicaciones, convenios en Ginebra en 1959.

8o.- Duración.— El Contrato permanecerá vigente hasta el 30 de junio de 1965, y su vigencia podrá continuar por períodos adicionales mediante contrato escrito en tal sentido por los dos gobiernos, pero cualquiera de los dos gobiernos podrá terminar el presente contrato dando al otro gobierno un preaviso escrito de sesenta días. La participación por parte de cualquiera de los gobiernos en el proyecto considerado en el presente contrato estará sujeta a la disponibilidad de fondos apropiados por los cuerpos legislativos de los respectivos gobiernos.

Propone igualmente Vuestra Señoría en la nota a que me refiero, que ella y mi respuesta afirmativa a la misma sean consideradas como constitutivas del respectivo convenio entre nuestros dos Gobiernos, el que entrará en vigor en la fecha de mi respuesta con retroactividad al 10. de julio de 1962, todo lo cual tengo por mi parte el honor de aceptar en nombre de mi Gobierno.

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

FERNANDO GÓMEZ MARTÍNEZ

Al Honorable  
señor HENRY DEARBORN  
*Encargado de Negocios a.i. de  
los Estados Unidos de América  
La Ciudad.*

*Translation*

REPUBLIC OF COLOMBIA  
MINISTRY OF FOREIGN RELATIONS

D-971

BOGOTÁ, May 13, 1964

SIR:

I have the honor to acknowledge receipt of the note dated April 27 of this year, in which you refer to the cooperative program between the Government of the Republic of Colombia and the Government of the United States of America for the establishment and operation of rawinsonde stations on San Andrés Island and at Bogotá. In view of the mutual benefits anticipated, the Cooperative Meteorological Program will be continued for an additional period of three years, in accordance with the following principles:

[For the English language text of the note, see *ante*, p. 1355.]

In the note to which I refer you also propose that that note and my affirmative reply thereto be considered as constituting an agreement between our two Governments concerning the matter, which shall enter into force on the date of my reply, operative retroactively as of July 1, 1962, all of which I have, for my part, the honor to accept in the name of my Government.

TIAS 5604

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

FERNANDO GÓMEZ MARTÍNEZ

The Honorable  
HENRY DEARBORN,  
*Chargé d'Affaires ad interim of the  
United States of America,  
City.*

# NEW ZEALAND

## Aviation: Transport Services

*Agreement signed at Wellington June 24, 1964;  
Entered into force June 24, 1964.*

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### AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERN- MENT OF NEW ZEALAND

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The Government of the United States of America and the Government of New Zealand,

Desiring to conclude an Agreement for the purpose of promoting air communications between their respective territories,

Have agreed as follows:

#### ARTICLE 1

For the purposes of the present Agreement:

(a) The term "aeronautical authorities" shall mean, in the case of the United States of America, the Civil Aeronautics Board and any person or agency authorized to perform the functions exercised at the present time by the Civil Aeronautics Board and, in the case of New Zealand, the Minister of Civil Aviation and any person or agency authorized to perform the functions exercised at present by the Minister of Civil Aviation.

(b) The term "designated airline" shall mean an airline that one Contracting Party has notified the other Contracting Party, in writing, to be the airline which will operate a specific route or routes listed in the Schedule of this Agreement.

(c) The term "territory" in relation to a State shall mean the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection, jurisdiction or trusteeship of that State.

(d) The term "air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo.

(e) The term "international air service" shall mean an air service which passes through the air space over the territory of more than one State.

(f) The term "stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail.

## ARTICLE 2

Each Contracting Party grants to the other Contracting Party rights necessary for the conduct of air services by the designated airlines, as follows: the rights of transit, of stops for non-traffic purposes, and of commercial entry and departure for international traffic in passengers, cargo, and mail at the points in its territory named on each of the routes specified in the appropriate paragraph of the Schedule which is annexed to and forms part of this Agreement.

## ARTICLE 3

Air service on a specified route may be inaugurated by an airline or airlines of one Contracting Party at any time after that Contracting Party has designated such airline or airlines for that route and the other Contracting Party has given the appropriate operating permission. Such other Party shall, subject to Article 4 of this Agreement, be bound to give this permission provided that the designated airline or airlines may be required to qualify before the competent aeronautical authorities of that Party, under the laws and regulations normally applied by these authorities, before being permitted to engage in the operations contemplated by this Agreement.

## ARTICLE 4

Each Contracting Party reserves the right to withhold or revoke the operating permission provided for in Article 3 of this Agreement from an airline designated by the other Contracting Party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in the other Contracting Party or its nationals, or in case of failure by such airline to comply with the laws and regulations referred to in Article 5 hereof, or in case of the failure of the airline or the government designating it otherwise to perform its obligations hereunder, or to fulfill the conditions under which the rights are granted in accordance with this Agreement.

## ARTICLE 5

(1) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other Contracting Party, and shall be complied with by such aircraft upon entrance into or departure from, and while within the territory of the first Contracting Party.

(2) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine, shall be complied

with by or on behalf of such passengers, crew or cargo of the other Contracting Party upon entrance into or departure from, and while within the territory of the first Contracting Party.

#### ARTICLE 6

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation.<sup>[1]</sup> Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

#### ARTICLE 7

In order to prevent discriminatory practices and to assure equality of treatment, both Contracting Parties agree that:

(a) Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the Contracting Parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils, consumable technical supplies, spare parts, regular equipment, and stores introduced into the territory of one Contracting Party by the other Contracting Party or its nationals, and intended solely for use by aircraft of such Contracting Party shall be exempt on a basis of reciprocity from customs duties, inspection fees and other national duties or charges.

(c) Fuel, lubricating oils, other consumable technical supplies, spare parts, regular equipment, and stores retained on board aircraft of the airlines of one Contracting Party authorized to operate the routes and services provided for in this Agreement shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt on a basis of reciprocity from customs duties, inspection fees and other national duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

(d) Fuel, lubricating oils, other consumable technical supplies, spare parts, regular equipment, and stores taken on board aircraft of the airlines of one Contracting Party in the territory of the other and used in international services shall be exempt on a basis of reciprocity

<sup>1</sup> TIAS 1591; 81 Stat. 1180.

from customs duties, excise taxes, inspection fees and other national duties or charges.

#### ARTICLE 8

There shall be a fair and equal opportunity for the airlines of each Contracting Party to operate on any route covered by this Agreement.

#### ARTICLE 9

In the operation by the airlines of either Contracting Party of the trunk services described in this Agreement, the interest of the airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.

#### ARTICLE 10

(1) The air services made available to the public by the airlines operating under this Agreement shall bear a close relationship to the requirements of the public for such services.

(2) It is the understanding of both Contracting Parties that services provided by a designated airline under the present Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in this Agreement shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related:

- (a) to traffic requirements between the country of origin and the countries of ultimate destination of the traffic;
- (b) to the requirements of through airline operation; and,
- (c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

#### ARTICLE 11

(1) All rates to be charged by an airline of one Contracting Party to or from points in the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, such as costs of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service. Such rates shall be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under this Agreement, within the limits of their legal powers.

(2) Any rate proposed to be charged by an airline of either Contracting Party for carriage to or from the territory of the other Con-

tracting Party, shall, if so required, be filed by such airline with the aeronautical authorities of the other Contracting Party at least thirty (30) days before the proposed date of introduction unless the Contracting Party with whom the filing is to be made permits filing on shorter notice. The aeronautical authorities of each Contracting Party shall use their best efforts to insure that the rates charged and collected conform to the rates filed with either Contracting Party, and that no carrier rebates any portion of such rates by any means, directly or indirectly, including the payment of excessive sales commissions to agents or the use of unrealistic currency conversion rates.

(3) It is recognized by both Contracting Parties that during any period for which either Contracting Party has approved the traffic conference procedures of the International Air Transport Association, or other associations of international air carriers, any rate agreements concluded through these procedures and involving airlines of that Contracting Party will be subject to the approval of that Contracting Party.

(4) If a Contracting Party, on receipt of the notification referred to in paragraph (2) of this Article, is dissatisfied with the rate proposed, it shall so inform the other Contracting Party at least fifteen (15) days prior to the date that such rate would otherwise become effective, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

(5) If a Contracting Party upon review of an existing rate charged for carriage to or from its territory by an airline of the other Contracting Party is dissatisfied with that rate, it shall so notify the other Contracting Party and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

(6) In the event that an agreement is reached pursuant to the provisions of paragraph (4) or (5) of this Article, each Contracting Party will exercise its best efforts to put such rate into effect.

- (7) (a) If under the circumstances set forth in paragraph (4) no agreement can be reached prior to the date that such rate would otherwise become effective, or
- (b) If under the circumstances set forth in paragraph (5) no agreement can be reached prior to the expiry of sixty (60) days from the date of notification :

then the Contracting Party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or the continuation of the service in question at the rate complained of, provided, however, that the Contracting Party raising the objection shall not require the charging of a rate higher than the lowest rate charged by its own airline or airlines for comparable service between the same pair of points.

(8) When in any case under paragraphs (4) and (5) of this Article the aeronautical authorities of the two Contracting Parties cannot

agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one Contracting Party concerning the proposed rate or an existing rate of the airline or airlines of the other Contracting Party, upon the request of either, the terms of Article 13 of this Agreement shall apply. In rendering its advisory opinion, the arbitral tribunal shall be guided by the principles laid down in this Article.

(9) Unless otherwise agreed between the parties, each Contracting Party undertakes to use its best efforts to insure that any rate specified in terms of the national currency of one of the Parties will be established in an amount which reflects the effective exchange rate (including all exchange fees or other charges) at which the airlines of both Parties can convert and remit the revenues from their transport operations into the national currency of the other Party.

#### ARTICLE 12

Consultation between the competent authorities of both Contracting Parties may be requested at any time by either Contracting Party for the purpose of discussing the interpretation, application, or amendment of the Agreement. Such consultation shall begin within a period of sixty (60) days from the date of the receipt of the request by the Department of State of the United States of America or the Ministry of External Affairs of New Zealand as the case may be. Should agreement be reached on amendment of the Agreement, such amendment will come into effect upon confirmation by an exchange of diplomatic notes.

#### ARTICLE 13

(1) Except as otherwise provided in this Agreement, any dispute between the Contracting Parties relative to the interpretation or application of this Agreement which cannot be settled through consultation shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each Contracting Party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within two months of the date of delivery by either Contracting Party to the other Contracting Party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months.

(2) If either of the Contracting Parties fails to designate its own arbitrator within two months, or if the third arbitrator is not agreed upon within the time limit indicated, either Contracting Party may request the President of the International Court of Justice to make the necessary appointment or appointments by choosing the arbitrator or arbitrators.

(3) The Contracting Parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each Contracting Party.

#### ARTICLE 14

This Agreement, all amendments thereto, and contracts connected therewith shall be registered with the International Civil Aviation Organization.

#### ARTICLE 15

If a general multilateral air transport convention accepted by both Contracting Parties enters into force, the present Agreement shall be amended so as to conform with the provisions of such convention.

#### ARTICLE 16

Either of the Contracting Parties may at any time notify the other of its intention to terminate the present Agreement. Such a notice shall be sent simultaneously to the International Civil Aviation Organization. In the event such communication is made, this Agreement shall terminate one year after the date of its receipt, unless by agreement between the Contracting Parties the notice of intention to terminate is withdrawn before the expiration of that time. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed as having been received fourteen (14) days after its receipt by the International Civil Aviation Organization.

#### ARTICLE 17

On its entry into force, this Agreement shall supersede the Agreement between the United States of America and New Zealand signed at Washington on the third day of December, 1946, as amended and supplemented; [1] provided that in any case in which an air service authorized under the aforesaid Agreement is also provided for in this Agreement, an airline authorized by the aeronautical authorities of both Contracting Parties to operate such service shall be deemed to have been authorized to operate the service under this Agreement.

#### ARTICLE 18

This Agreement will come into force on the day it is signed.

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

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<sup>1</sup> TIAS 1573, 4645, 4789, 5085, 5374; 61 Stat. (pt. 3) 2453; 11 UST 2563; 12 UST 880; 13 UST 1309; 14 UST 900.

DONE in duplicate at Wellington this twenty-fourth day of June, 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

HERBERT B. POWELL

*Ambassador of the United States of America in New Zealand*

FOR THE GOVERNMENT OF NEW ZEALAND:

KEITH HOLYOAKE

*Minister of External Affairs of New Zealand*

## SCHEDULE

1. An airline or airlines designated by the Government of the United States shall be entitled to operate air services on each of the air routes specified and to make scheduled landings in New Zealand at the points specified in this paragraph:

- (a) From the United States (including island territory in the South Pacific under United States authority) via the Fiji Islands and New Caledonia to Auckland and Christchurch (but not both points on the same flight), and beyond to Australia and beyond, in both directions.
- (b) From the United States via the Society Islands, Cook Islands, American Samoa, the Fiji Islands and New Caledonia to Auckland and Christchurch (but not both points on the same flight), and beyond to Australia and beyond, in both directions.

2. An airline or airlines designated by the Government of New Zealand shall be entitled to operate air services on each of the air routes specified and to make scheduled landings in the United States at the points specified in this paragraph:

- (a) From New Zealand via the Cook Islands and the Society Islands to Los Angeles, in both directions.
- (b) From New Zealand via New Caledonia, the Fiji Islands, American Samoa and the Cook Islands to Honolulu and beyond to Los Angeles, in both directions.
- (c) From New Zealand via the Fiji Islands and the Cook Islands to American Samoa and (optional) beyond to the Society Islands, in both directions.
- (d) From New Zealand via the Fiji Islands, American Samoa, and the Cook Islands to the Society Islands, in both directions.

3. Points on any of the specified routes may at the option of the designated airline be omitted on any or all flights, provided that no air service shall be operated unless the starting point or the point at which the service ends is a terminal rather than an intermediate point in the territory of the Contracting Party designating the airline, within the meaning of the relevant route description. Additional (technical) stops may be made anywhere on the specified routes.

# JAPAN

## Economic Cooperation: Ryukyu Islands

*Agreement effected by exchange of notes  
Signed at Tokyo April 25, 1964;  
Entered into force April 25, 1964.  
With Agreed Minutes.*

本大臣は、貴官が、前記の了解が貴国政府の了解でもあること並びにこの書簡及び前記の了解に同意する貴官の返簡が両政府間の合意を構成することをアメリカ合衆国政府に代わつて確認されれば幸いであります。

本大臣は、以上を申し進めるに際し、ここに重ねて貴官に向かつて敬意を表します。

昭和三十九年四月二十五日

日本国外務大臣

大平正芳<sup>[1]</sup>

日本国駐在アメリカ合衆国臨時代理大使

ジョン・K・エマソン 貴下

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<sup>1</sup> Masayoshi Ohira.  
Minister for Foreign Affairs.

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する。技術委員会は、この取極に基づく手続上の取極で指定することがある他の任務を遂行する。

日本国政府が琉球政府による使用のために提供する資金により取得される器材及び施設、日本国政府が琉球諸島に供与する器材及び施設又は琉球諸島で実施される日本国政府の技術援助は、琉球政府が、2の規定に従い、かつ、琉球諸島で適用される法令及び手続に従い、並びに日本国政府が琉球諸島に供与する援助の計画に関する実施取極に従つて、使用し、建設し、維持し、又は管理する。前記の器材及び施設に対する権原は、日本国政府と合衆国政府との間で特に別段の合意を行なう場合を除くほか、琉球政府に帰属する。

## 3

(b)

短期及び長期の必要を検討すること並びに

(c)

日本国政府が日本国の次会計年度において供与する援助の  
計画に關し、予算で認められた資金が利用できることを条件  
として、及び 1(b) の規定に従い、並びに合衆国政府が供与し  
て いる 援助に妥当な考慮を払つて、合意すること

議長としての琉球諸島高等弁務官の代表者一人、日本国 の 総  
理府総務長官が指名する政府職員一人及び琉球政府行政主席又  
はその代表者一人により構成される技術委員会を設置する。

技術委員会は、日本国政府が琉球諸島に対して供与する経済  
及び技術援助の運営及び実施に伴つて生ずる問題を検討するた  
め、この取極のいずれか一方の当事者の要請に基づき隨時会合

2

従う。

日本国については、首席代表としての外務大臣及び総理府総務長官により、並びにアメリカ合衆国については、日本国駐在合衆国大使により構成される協議委員会を設置する。協議委員会は、琉球諸島の経済開発並びに琉球諸島の住民の福祉及び安寧を増進するための経済及び技術援助を供与することについての協力に關し両政府の政策を調整するため、いづれか一方の政府の要請に基づき隨時会合する。両政府の前記の政策の調整は、次のとおりとする。

(a) 琉球諸島の経済開発及び社会福祉の進展を毎年検討するこ

*The Japanese Minister for Foreign Affairs to the American Charge d'Affaires ad interim<sup>[1]</sup>*

書簡をもつて啓上いたします。本大臣は、琉球諸島の経済開発並びに琉球諸島の住民の福祉及び安寧を増進するための援助の供与についての両政府間の協力に関し明確な取極を行なうことについて両政府の代表者の間で行なわれた討議に言及し、かつ、その討議の結果として両政府間で到達した次の了解を日本国政府に代わつて確認する光榮を有します。

1  
(a)

日本国政府及びアメリカ合衆国政府は、琉球諸島の経済開発並びに琉球諸島の住民の福祉及び安寧を増進するための経済及び技術援助を供与することについて、引き続き協力する。

(b) 日本国政府の援助は、この目的のために予算で認められた資金から供与され、この資金の支出は、日本国の関係法令に

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<sup>1</sup> The English language translation of the Japanese note is quoted in the United States note, *post*, p. 1377.

*The American Chargé d'Affaires ad interim to the Japanese Minister  
for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 896

Tokyo, April 25, 1964.

EXCELLENCY.

I have the honor to refer to Your Excellency's Note of today's date, which reads in the English translation thereof as follows:

"I have the honour to refer to the discussions between representatives of our two Governments concerning precise arrangements for cooperation between the two Governments in providing assistance to promote the economic development of the Ryukyu Islands and the welfare and well-being of their inhabitants and to confirm on behalf of my Government the following understandings reached between our two Governments as a result of these discussions:

"1. (a) The Government of Japan and the Government of the United States of America shall continue to cooperate in providing economic and technical assistance to promote the economic development of the Ryukyu Islands and the welfare and well-being of their inhabitants.

"(b) The assistance of the Government of Japan will be provided from funds which have been appropriated for this purpose, the disbursement of such funds will be in accordance with the relevant laws and regulations of Japan.

"2. A Consultative Committee shall be established, consisting for Japan of the Minister for Foreign Affairs as the chief representative and the Director General of the Prime Minister's Office and for the United States of America, the United States Ambassador to Japan. The Consultative Committee shall meet from time to time, at the request of either Government, to coordinate the policies of the two Governments for cooperation in providing economic and technical assistance to promote the economic development of the Ryukyu Islands and the welfare and well-being of their inhabitants. The coordination of said policies of the two Governments shall consist of (a) annual review of the progress made in economic development and the social welfare in the Ryukyu Islands, (b) consideration of immediate and long-range needs; and (c) agreement on the program of assistance to be provided by the Government of Japan for the ensuing Japanese fiscal year, subject to availability of appropriated funds and in accordance with the provisions of subparagraph 1 (b) above, and with due regard to the assistance being provided by the Government of the United States.

"3. A Technical Committee shall be established, consisting of a representative of the High Commissioner of the Ryukyu Islands as Chairman, an official designated by the Director General of the

Prime Minister's Office of the Government of Japan, and the Chief Executive of the Government of the Ryukyu Islands or his representative.

"The Technical Committee shall meet from time to time, at the request of either party to this agreement, to consider problems arising incident to the administration and implementation of the economic and technical assistance provided the Ryukyu Islands by the Government of Japan. The Technical Committee shall perform such other functions as may be specified in procedural arrangements under this agreement.

"4. Equipment and facilities acquired with funds made available by the Government of Japan for expenditure by the Government of the Ryukyu Islands, or equipment and facilities provided by the Government of Japan to the Ryukyu Islands, or technical assistance rendered by the Government of Japan in the Ryukyu Islands shall be used, constructed, maintained and/or administered by the Government of the Ryukyu Islands pursuant to the provisions of paragraph 2 above and in accordance with laws, regulations, and procedures applicable in the Ryukyu Islands and in accordance with implementing arrangements on the program of assistance to be provided by the Government of Japan to the Ryukyu Islands. Title to such equipment and facilities shall rest with the Government of the Ryukyu Islands except as otherwise specifically agreed upon between the Governments of Japan and of the United States.

"I would appreciate it if you would confirm on behalf of the Government of the United States of America that the foregoing are also the understandings of your Government, and that the present Note and your Note in reply concurring in the understandings constitute an agreement between our two Governments."

I have the honor to confirm on behalf of my Government the foregoing understandings and to confirm that Your Excellency's Note and the present Note in reply constitute an agreement between our two Governments.

I have further the honor to state that the Government of the United States of America, having invited the cooperation of the Government of Japan in providing economic and technical assistance to promote the economic development of the Ryukyu Islands and the welfare and well-being of their inhabitants, welcomes the cooperation of the Government of Japan in providing such assistance. My Government, which in the discharge of its solemn responsibilities of leadership in the defense of the peace in the Far East has found it necessary to undertake the task of administering the Ryukyu Islands in accordance with Article 3 of the Treaty of Peace with Japan,<sup>[1]</sup> looks forward to the day when the security interests of the Free World will permit the restoration of the Islands to full Japanese sovereignty

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<sup>[1]</sup> TIAS 2490; 3 UST (pt. 3) 3172.

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

JOHN K. EMMERSON

His Excellency

MASAYOSHI OHIRA,

*Minister for Foreign Affairs  
of Japan.*

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**AGREED MINUTES TO THE EXCHANGE OF NOTES RELATING TO THE ESTABLISHMENT OF THE CONSULTATIVE COMMITTEE AND THE TECHNICAL COMMITTEE CONCERNING ECONOMIC ASSISTANCE TO THE RYUKYU ISLANDS**

The representatives of the Governments of the United States of America and Japan wish to record the following understanding which they have reached during negotiations leading to the Exchange of Notes of April 25, 1964 to establish the Consultative Committee and the Technical Committee concerning economic assistance to the Ryukyu Islands.

Paragraph 1(b) With respect to paragraph 1(b) of the Exchange of Notes, it is understood that the Government of the United States of America and the Government of Japan do not interpret the phrase "the disbursement of such funds will be in accordance with the relevant laws and regulations of Japan" to mean that Japanese law should in any way be applicable to the implementation in the Ryukyu Islands of programs of assistance, and that neither Government considers that the authorities of the Government of the United States of America or the Government of the Ryukyu Islands are responsible for complying with Japanese law in securing economic assistance or in implementing programs of assistance to be provided by the Government of Japan.

Paragraph 4 With respect to paragraph 4 of the Exchange of Notes, it is understood that the Government of the United States of America and the Government of Japan interpret the phrase "implementing arrangements" to mean those arrangements between agencies of the Government of Japan and of the Government of the Ryukyu Islands with the approval of the High Commissioner, which are, or may be, made for the purpose of implementing the programs of assistance of the Government of Japan.

TOKYO, April 25, 1964.

*JK*

*M. O*

あるものを意味すると解釈することが了解される。

千九百六十四年四月二十五日に東京で



を意味するとは解釈しないこと、したがつて、いずれの政府も、アメリカ合衆国政府の当局又は琉球政府は日本国政府の供与する経済援助を受け入れ、又はその援助の計画を実施するに際し、日本国の法律に従わなければならぬものとは解さないことが了解される。

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し

交換公文<sup>4</sup>に關し、アメリカ合衆国政府及び日本国政府は、「実施取極」とは、日本国政府の機関と高等弁務官の承認の下に行動する琉球政府の機関との間の取極で、日本国政府の援助計画を実施するために行なわれており、又は行なわれることが

琉球諸島に対する経済援助に関する協議委員会及び技術委員会の設置に関する交換公文についての合意された議事録アメリカ合衆国政府及び日本国政府の代表者は、琉球諸島に対する経済援助に関する協議委員会及び技術委員会を設置するための千九百六十四年四月二十五日付けの交換公文のための交渉の過程において到達した次の了解を記録する。

1 (b) に  
関し

交換公文 1 (b) に  
関し、アメリカ合衆国政府及び日本国政府は、  
「この資金の支出は、日本国の関係法令に従う。」とは、日本  
国の法律が援助計画の琉球諸島における実施に適用されること

# CHINA

## Mutual Defense Assistance: Disposition of Equipment and Materials

*Agreement amending the agreement of April 3, 1956.*

*Effectuated by exchange of notes*

*Signed at Taipei June 3, 1964;*

*Entered into force June 3, 1964.*

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*The American Ambassador to the Chinese Minister of Foreign Affairs*

TAIPEI, TAIWAN

No. 60

*June 3, 1964.*

EXCELLENCY:

I have the honor to refer to the Agreement between our two Governments effected by an exchange of notes signed at Taipei, April 3, 1956,<sup>[1]</sup> which provides for the disposition of certain equipment and materials furnished to the Government of the Republic of China by the Government of the United States of America.

I now have the honor to propose that paragraph 4 of the Agreement of April 3, 1956 be amended by the addition of the following sentence thereto:

“Any proceeds resulting from disposal by the Government of the Republic of China, including such proportionate share of the proceeds resulting from the disposal of property of the Government of the Republic of China as may mutually be agreed to be attributable to such equipment and materials furnished by the Government of the United States of America which have been installed or incorporated in such property, shall be used, following consultation and agreement with representatives of the Government of the United States of America, for projects of the Government of the Republic of China for defense of Taiwan or for such other projects as may be mutually agreed upon.”

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<sup>1</sup> TIAS 3571; 7 UST 893.

Upon receipt of Your Excellency's note indicating that the foregoing provisions are acceptable to the Government of the Republic of China, the Government of the United States of America will consider that this note and Your Excellency's reply thereto constitute an agreement between the two Governments amending the Agreement of April 3, 1956, which shall enter into force on the date of your note in reply.

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

JERAULD WRIGHT

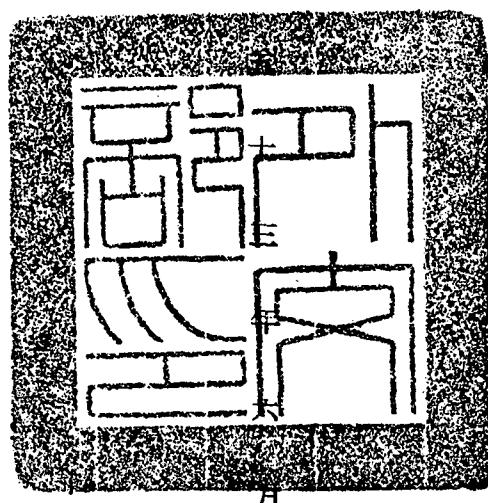
His Excellency  
SHEN CHANG-HUAN,  
*Minister of Foreign Affairs.*

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等由。本部長茲代表中華民國政府對於

貴大使上開照會所載各項規定，表示接受。相應復請

查照。

本部長順向

貴大使重申最高敬意。此致

美利堅合衆國駐華特命全權大使賴特閣下

沈昌煥

『任何由中華民國政府處置而產生之收入，包括因處置中華民國財產產生之部份收入而經協議認係源自美利堅合衆國政府所供應之裝備及物資并經裝置或結合於上述財產內者，應與美利堅合衆國政府代表諮詢並協議後，使用於中華民國政府爲防衛台灣之計劃或其他經協議之計劃。』

「美利堅合衆國政府於接獲閣下復照表示中華民國政府對上列規定可予接受後，即認本照會及閣下復照構成兩國政府間修正一九五六年四月三日協定之一項協議，並自貴方復照之日起生效。」

*The Chinese Minister of Foreign Affairs to the American Ambassador*

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貴大使本年六月三日第六十號照會內開：

「案查 貴我兩國政府曾於一九五六年四月三日於台北互換照會成立協定，規定美利堅合衆國政府供應中華民國政府若干裝備及物資之處置。」

一本大使茲建議修改，即在上述一九五六年四月三日協定之第四節中，增加以下之語句：

*Translation*

WAI(53)PEI-MEI-II-009707

TAIPEI, June 3, 1964

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 60 of to-day's date which reads as follows:

[For the English language text of the note, see *ante*, p. 1383.]

In reply, I have the honor to signify on behalf of the Government of the Republic of China the acceptance of the provisions set forth in your note referred to above.

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

SHEN CHANG-HUAN

His Excellency JERAULD WRIGHT,  
*Ambassador of the United States of America,*  
*American Embassy,*  
*Taipei, Taiwan, China.*

# CANADA

## Saint Lawrence Seaway: Tariff of Tolls

*Agreement amending the agreement of March 9, 1959.*

*Effectuated by exchange of notes*

*Dated at Ottawa June 30, 1964;*

*Entered into force July 1, 1964.*

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*The Canadian Secretary of State for External Affairs to the  
American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 101

The Secretary of State for External Affairs presents his compliments to the Ambassador of the United States of America and has the honour to refer to an exchange of notes dated March 9, 1959, [<sup>1</sup>] which made binding from April 1, 1959, a memorandum of agreement dated January 29, 1959, [<sup>1</sup>] between the St. Lawrence Seaway Authority and the Saint Lawrence Seaway Development Corporation respecting the Saint Lawrence Seaway tariff of tolls. On May 28, 1964, the Authority and the Corporation signed a memorandum of agreement supplementary to their agreement of January, 1959. The Secretary of State for External Affairs has the honour to inform the Ambassador that the memorandum of supplementary agreement, a copy of which is attached and is incorporated in this note, has been confirmed by the Canadian Government.

Therefore, in accordance with the supplementary agreement, the Secretary of State for External Affairs has the honour to propose that Clause 7 of the agreement of January, 1959, be deleted and the following substituted therefor:

"7. That the Authority and the Corporation, having caused the tariff to be reviewed, shall, not later than July 1, 1966, report to their respective Governments as to the sufficiency of the authorized tolls to meet the statutory requirements, recommending a level of tolls related as realistically as possible to these requirements."

If the United States Government approves, it is suggested that this note and the Ambassador's reply shall constitute an agreement

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<sup>1</sup> TIAS 4192; 10 UST 323, 324.

between the two Governments giving effect to the foregoing proposal from July 1, 1964.

PAUL MARTIN

OTTAWA, June 30, 1964.

MEMORANDUM OF SUPPLEMENTARY AGREEMENT made this 28th day of May, one thousand nine hundred and sixty-four.

BETWEEN:

THE ST. LAWRENCE SEAWAY AUTHORITY,  
(hereinafter referred to as "the  
Authority"),

and

THE SAINT LAWRENCE SEAWAY DEVELOPMENT  
CORPORATION, (hereinafter referred to  
as "the Corporation").

WHEREAS Clause 7 of the Memorandum of Agreement made on the 29th day of January, 1959, between the Authority and the Corporation respecting The St. Lawrence Seaway Tariff of Tolls provides "that the Authority and the Corporation shall, after five complete seasons of navigation have elapsed, and not later than July 1, 1964, report to their respective Governments as to the sufficiency of the authorized tolls to meet the statutory requirements, and to cause the Tariff to be reviewed accordingly";

AND WHEREAS the Authority and the Corporation, in conducting a joint review of the sufficiency of the tolls, are prepared to agree that:

- (a) The report by the Entities will be deferred from July 1, 1964 to July 1, 1966, and the developmental period of the Seaway will thereby be extended by two years and will be deemed to terminate at the end of the 1966 navigation season. Accordingly no change in tolls will be proposed at the present time.
- (b) The joint review will be continued and at the conclusion of this two-year extension, tolls proposals will be related as realistically as possible to the financial requirements of the Seaway Entities.

NOW THEREFORE THIS MEMORANDUM OF SUPPLEMENTARY AGREEMENT WITNESSETH THAT the parties hereto agree to recommend to their respective Governments that Clause 7 of the 1959 Agreement respecting tolls be deleted and the following substituted therefor:

7. THAT the Authority and the Corporation, having caused the Tariff to be reviewed, shall, not later than July 1, 1966, report

to their respective Governments as to the sufficiency of the authorized tolls to meet the statutory requirements, recommending a level of tolls related as realistically as possible to these requirements.

THE ST. LAWRENCE SEAWAY AUTHORITY

"R. J. RANKIN"  
*President*

SAINT LAWRENCE SEAWAY DEVELOPMENT CORPORATION

"J. H. McCANN"  
*Administrator*

*The American Ambassador to the Canadian Secretary of State for External Affairs*

No. 387

The Ambassador of the United States of America presents his compliments to the Secretary of State for External Affairs and has the honor to refer to his note no. 101 of June 30, 1964, proposing that Clause 7 of the Agreement between the St. Lawrence Seaway Development Corporation and the St. Lawrence Seaway Authority dated January 29, 1959, be deleted and replaced with the provision contained in the Agreement of May 28, 1964 between the entities which is quoted to his note.

The terms and conditions set forth in the above-mentioned note and the attached Memorandum of Supplementary Agreement are acceptable to the Government of the United States, which concurs in the proposal that the note of the Secretary of State for External Affairs and this reply shall constitute an agreement between the United States and Canadian Governments giving effect to the joint proposal of the Corporation and the Authority from July 1, 1964.

W.W.B.

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Ottawa, June 30, 1964.*

# UNITED KINGDOM

## Technical Cooperation: Program in British Guiana

*Agreement extending the agreement of June 29 and July 12, 1954,  
as extended.*

*Effectuated by exchange of notes*

*Signed at Washington June 22 and 29, 1964;*

*Entered into force June 29, 1964.*

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*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON.

No. 224  
(15119/64)

June 22, 1964.

SIR,

I have the honour to refer to Sir Roger Makins' Note No. 308 of the 29th of June, 1954, and to the late Mr. Dulles' reply of the 12th of July, 1954,[<sup>1</sup>] relating to the initiation of co-operative technical assistance activities in British Guiana, which constituted an Agreement (hereinafter referred to as "the present Agreement") between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America pursuant to paragraph 1(b) of Article II of the Agreement for Technical Co-operation signed at London on the 13th of July, 1951,[<sup>2</sup>] and to Sir Harold Caccia's Note No. 233 of the 22nd of June, 1959, and Mr. Herter's reply of the 30th of June, 1959,[<sup>3</sup>] which constituted an extension of that Agreement.

Her Majesty's Government in the United Kingdom and the Government of British Guiana wish to request your consideration of an extension of the present Agreement for a further period of five years from the 1st of July, 1964, under the same terms and conditions. It is recognised for this purpose that the Agency for International Development of the United States Government has assumed the functions and responsibilities of the former International Co-operation Administration and the Foreign Operations Administration.

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<sup>1</sup> TIAS 3152; 5 UST (pt. 3) 2936.

<sup>2</sup> TIAS 2281; 2 UST 1307.

<sup>3</sup> TIAS 4290; 10 UST 1421.

If the proposal contained in this Note is acceptable to the Government of the United States of America, I have the honour to propose that this Note and your reply in that sense shall constitute an agreement between the two Governments in this matter.

I avail myself of this opportunity to renew to you, Sir, the assurances of my highest consideration.

HARLECH

The Honorable DEAN RUSK,  
Secretary of State,  
Washington, D.C.

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
June 29, 1964

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of June 22, 1964, which reads as follows:

"Sir,

"I have the honour to refer to Sir Roger Makins' Note No. 308 of the 29th of June, 1954, and to the late Mr. Dulles' reply of the 12th of July, 1954, relating to the initiation of co-operative technical assistance activities in British Guiana, which constituted an Agreement (hereinafter referred to as "the present Agreement") between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America pursuant to paragraph 1(b) of Article II of the Agreement for Technical Co-operation signed at London on the 13th of July, 1951, and to Sir Harold Caccia's Note No. 233 of the 22nd of June, 1959, and Mr. Herter's reply of the 30th of June, 1959, which constituted an extension of that Agreement.

"Her Majesty's Government in the United Kingdom and the Government of British Guiana wish to request your consideration of an extension of the present Agreement for a further period of five years from the 1st of July, 1964, under the same terms and conditions. It is recognized for this purpose that the Agency for International Development of the United States Government has assumed the functions and responsibilities of the former International Co-operation Administration and the Foreign Operations Administration.

"If the proposal contained in this Note is acceptable to the Government of the United States of America, I have the honour to propose that this Note and your reply in that sense shall constitute an agreement between the two Governments in this matter."

In reply, I have the honor to inform Your Excellency that the proposal set forth in your note is acceptable to the Government of the United States of America, and this reply and Your Excellency's note will be regarded as constituting an Agreement between the two Governments.

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

For the Secretary of State.

WILLIAM R. TYLER

His Excellency

The Right Honorable

THE LORD HARLECH, K.C.M.G.,  
*British Ambassador,*  
*Washington.*

# ISRAEL

## Agricultural Commodities

*Agreement amending the agreement of December 6, 1962, as amended.*

*Effectuated by exchange of notes*

*Signed at Washington July 6, 1964;*

*Entered into force July 6, 1964.*

*The Secretary of Agriculture to the Economic Minister of Israel*

JUL 6 1964

SIR:

I refer to the Agricultural Commodities Agreement between our two Governments of December 6, 1962, as amended,[<sup>1</sup>] and propose that paragraph 1 of Article I of the Agreement be further amended by adding the commodity "Beef" in the value of "\$2.1 million" and decreasing the value of "Wheat" from "\$35.4 million" to "\$33.3 million".

It is considered that Israel's commercial purchases of beef already delivered or contracted for delivery during calendar year 1964, amounting to about 13,000 metric tons, will assure that provision of beef under this amendment will not disrupt normal patterns of commercial trade with free world countries.

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your reply.

ORVILLE L. FREEMAN  
*Secretary of Agriculture*

The Honorable  
NACHUM SHAMIR,  
*Economic Minister of Israel.*

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<sup>1</sup> TIAS 5220, 5490, 5557, 5596; 13 UST 2550; 14 UST 1794; *ante*, pp. 314, 730.

*The Economic Minister of Israel to the Secretary of Agriculture*

EMBASSY OF ISRAEL  
WASHINGTON, D.C.

שְׂנִירוֹת יִשְׂרָאֵל  
וּמִזְגַּח

JULY 6, 1964.

DEAR MR. SECRETARY:

I have the honor to acknowledge the receipt of your Note dated July 6, 1964, referring to the Agricultural Commodities Agreement between our two Governments of December 6, 1962, as amended.

The Government of Israel concurs in the further amendment of paragraph 1 of Article I of the Agreement by adding the commodity "Beef" in the value of "2.1 million" and decreasing the value of "Wheat" from "35.4 million" to "33.3 million".

Israel's commercial purchases of beef already delivered or contracted for delivery during calendar year 1964, amounting to about 13,000 metric tons, will assure that provision of beef under this amendment will not disrupt normal patterns of commercial trade with free world countries.

As proposed, this Note constitutes an agreement between our two Governments to enter into force on this date.

Please accept, Mr. Secretary, the renewed assurances of my highest consideration.

N SHAMIR

Nachum Shamir  
*Minister for Economic Affairs.*

The Honorable

THE SECRETARY OF AGRICULTURE  
*Washington, D.C.*

# JAPAN

## Mutual Defense Assistance: Cash Contribution by Japan

*Arrangement relating to the agreement of March 8, 1954.*

*Effectuated by exchange of notes*

*Signed at Tokyo July 9, 1964;*

*Entered into force July 9, 1964.*

て敬意を表します。

昭和三十九年七月九日

日本国外務大臣

大平

正

ト



日本国駐在アメリカ合衆国  
特命全権大使 エドワイン・O・ライシャワー閣下

よつて、本大臣は、さらに、昭和三十九年四月一日から昭和四十一年三月三十日までの日本国の会計年度において日本国政府が提供すべき金銭負担の額を、同年度に同政府が使用に供する金銭以外のものによる負担を考慮に入れて、三億五千五百四十万円（三五五、四〇〇、〇〇〇円）をこえないものとすることを提案する光榮を有します。

貴国政府が前記の提案を受諾されるときは、この書簡及び受諾を表明される閣下の返簡は、日本国の昭和三十九会計年度において日本国政府が提供すべき金銭負担の額に関する両政府の間の取極を構成するものと認めることいたします。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつ

*The Japanese Minister for Foreign Affairs to the American Ambassador [1]*

書簡をもつて啓上いたします。本大臣は、千九百五十四年三月八日に東京で署名された日本国とアメリカ合衆国との間の相互防衛援助協定に言及する光榮を有します。

同協定第七条2の規定は、日本国政府が、同協定の実施に関連するアメリカ合衆国政府の行政事務費及びこれに関連がある経費として、アメリカ合衆国政府に隨時円資金を提供すべきことを定めています。

また、同協定附属書G3の規定は、日本国の毎会計年度において日本国政府が提供すべき金銭負担としての日本円の価額については、同政府が使用に供する金銭以外のものによる負担を考慮に入れた上、両政府の間で合意すべきことを定めています。

<sup>1</sup> The English language translation of the Japanese note is quoted in the United States note; *post*, p. 1402.

*The American Ambassador to the Japanese Minister for Foreign Affairs*

No. 26

TOKYO, July 9, 1964.

EXCELLENCY:

I have the honor to refer to Your Excellency's Note of July 9, 1964, which reads in the English translation thereof as follows:

"I have the honour to refer to the Mutual Defense Assistance Agreement between Japan and the United States of America signed at Tokyo on March 8, 1954. [1]

"Article VII, paragraph 2 of this Agreement provides that the Government of Japan will make available, from time to time, to the Government of the United States of America funds in yen for the administrative and related expenses of the latter Government in connection with carrying out such Agreement.

"Paragraph 3 of Annex G of the said Agreement provides that in consideration of the contributions in kind to be made available by the Government of Japan, the amount of yen to be made available as a cash contribution by the Government of Japan for any Japanese fiscal year shall be as agreed upon between the two Governments.

"Accordingly, I have further the honour to propose that, in consideration of the contributions in kind to be made available by the Government of Japan during the Japanese fiscal year from April 1, 1964 to March 31, 1965, the amount of the cash contribution to be made available by the Government of Japan for such fiscal year shall not exceed three hundred fifty five million four hundred thousand yen (¥355,400,000).

"If the foregoing proposal is acceptable to your Government, this Note and Your Excellency's reply of acceptance shall be considered as constituting an arrangement between our two Governments on the amount of cash contribution to be made available by the Government of Japan for the Japanese fiscal year 1964."

I have further the honor to inform Your Excellency that the above proposal of the Government of Japan is acceptable to the Government of the United States of America and that Your Excellency's Note and this reply are considered as an arrangement between our two Governments on the amount of the cash contribution to be made available by the Government of Japan for the Japanese fiscal year 1964.

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

EDWIN O. REISCHAUER

His Excellency

MASAYOSHI OHIRA,

Minister for Foreign Affairs,  
Tokyo.

<sup>1</sup> TIAS 2957; 5 UST 661.

# DENMARK

## Maritime Matters: Use of Danish Ports and Waters by the N. S. *Savannah*

*Agreement signed at Copenhagen July 2, 1964;  
Entered into force July 2, 1964.*

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### Agreement between the Government of the United States of America and the Government of the Kingdom of Denmark concerning Visits of the N.S. SAVANNAH

The Governments of the United States of America and Denmark, having a mutual interest in the peaceful uses of atomic energy, including its application to the merchant marine, have agreed as follows concerning such visits of the N.S. SAVANNAH to Denmark as may be authorized by the Government of Denmark.

#### Article I. Entry of N.S. SAVANNAH into Ports of Denmark-

(a) - Each entry of the N.S. SAVANNAH (hereinafter designated as the "Ship") into Danish ports and territorial waters and the use thereof shall be subject to the prior approval of the Government of Denmark.

(b) - The visits of the Ship to Danish ports and territorial waters shall be governed, inter alia but not exclusively, by the principles and procedures set forth in Chapter VIII of the Safety of Life at Sea Convention of 1960 [1] and in the Recommendations Applicable to Nuclear Ships contained in Annex C to the Final Act of the 1960 Safety of Life at Sea Conference. [1]

#### Article II. Safety Assessment-

(a) - To enable the Government of Denmark to consider the grant of approval for entry and use of Danish ports and territorial waters by the Ship, the Government of the United States shall provide a Safety Assessment prepared in accordance with Regulation 7 of Chapter VIII of the Safety of Life at Sea Convention of 1960 and in accordance with Recommendation 9 of Annex C mentioned above.

(b) - As soon as practicable after receipt of the Safety Assessment, the Government of Denmark shall notify the Government of the United States whether the Ship can be operated in the ports and terri-

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<sup>1</sup> Done at London June 17, 1960. Will enter into force May 26, 1965. For text see S. Ex. Doc. K, 87<sup>th</sup> Cong., 1<sup>st</sup> sess., pp. 370, 444.

torial waters of Denmark in accordance with this Agreement and the Safety Assessment.

#### Article III. Ports-

The Government of Denmark shall determine the port or ports to be visited and will designate the authorities responsible for acceptance arrangements and for special control under Regulation 11 of Chapter VIII of the Safety of Life at Sea Convention of 1960.

#### Article IV. Port Arrangements-

(a) - Designated authorities of the Government of Denmark shall make arrangements with appropriate local governmental authorities for entrance of the Ship into Danish ports and the use thereof.

(b) - Local governmental authorities shall be responsible for fire and police protection, crowd control and the general preparation of the harbour with respect to acceptance of the Ship.

(c) - Control of public access to the Ship shall be the responsibility of the Master of the Ship. Special arrangements relating to such control shall be developed by the Master with the concurrence of designated authorities of the Government of Denmark.

(d) - The Master shall comply with local regulations so long as in the opinion of the Master these regulations do not adversely affect the operating safety of the nuclear plant.

#### Article V. Inspection-

While the Ship is within Danish territorial waters, the designated authorities shall have appropriate inspection access to the Ship and its operating records and program data for purposes of determining whether the Ship has been operating in accordance with the operating manual of the Ship.

#### Article VI. Radioactive Waste-

The Government of the United States shall ensure that no disposal of radioactive liquid or solid wastes shall take place from the Ship while she is within the territorial waters of Denmark without the specific prior approval of the designated authorities of the Government of Denmark.

#### Article VII. Casualties-

A report, such as is required by Chapter VIII, Regulation 12 of the Safety of Life at Sea Convention of 1960, shall be made to the designated authorities by the Master of the Ship in the event of any incident, likely to lead to an environmental hazard, while the Ship is in or is approaching the territorial waters of Denmark.

#### Article VIII. Legal Actions-

The Government of the United States agrees that in any legal action or proceeding brought, in personam, against the United States, in a

Danish court of competent jurisdiction, on account of any nuclear incident involving the Ship in a Danish port or in Danish territorial waters or for damage arising out of or resulting from a nuclear incident involving the Ship which is sustained in Denmark, the United States will not interpose the defense of sovereign immunity but will submit to the jurisdiction of such court; and, in such event, the United States will not seek to invoke the provisions of the Danish law, or any other law, relating to the limitations of shipowner's liability.

#### Article IX. Indemnification—

The Government of the United States represents that there is an agreement in effect between the United States Atomic Energy Commission and the United States Maritime Administration whereunder the Atomic Energy Commission, acting upon the authority of Section 170 of the Atomic Energy Act of 1954 (Public Law 83-708), and amended by Public Law 85-256 and Public Law 85-602, [<sup>1</sup>] has agreed to indemnify the United States Maritime Administration and other persons indemnified against claims for public liability arising from a nuclear incident in connection with the design, development, construction, operation, repair, maintenance or use of the Ship in the amount of 500 million United States dollars including the reasonable costs of investigating and settling claims and defending suits for damage. This sum represents the maximum amount for which the United States will be liable for a single nuclear incident involving the Ship, regardless of where damage may be suffered. The Government of the United States will promptly notify the Government of Denmark in the event this indemnification is terminated.

#### Article X. Definitions—

(a) — The term "nuclear incident" means any occurrence causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special nuclear, or by-product material.

(b) — The term "nuclear incident involving the Ship" means any nuclear incident in connection with, arising out of, or resulting from the operation, repair, maintenance or use of the Ship.

(c) — The term "person indemnified" means the person with whom an indemnity agreement is executed and any other person who may be liable for public liability for a nuclear incident involving the Ship.

(d) — The term "public liability" means any legal liability arising out of or resulting from a nuclear incident, except: (i) claims under United States State or Federal workmen's compensation acts of employees of persons indemnified who are employed at the site of and in connection with the activity where the nuclear incident occurs; and (ii) claims arising out of an act of war. "Public liability" also in-

<sup>1</sup> 71 Stat. 576; 72 Stat. 525; 42 U.S.C. § 2210.

cludes damage to property of persons indemnified, except the Ship and other property which is located at the site of and used in connection with the activity where the nuclear incident occurs.

Article XI. Termination-

Either Government may terminate this Agreement by giving no less than 180 days notice to the other. This Agreement terminates in the event the indemnification specified in Article IX is terminated without being replaced by an arrangement equally acceptable to both Governments.

Article XII. Term of Agreement-

In the event of entry into force of any general multilateral convention relating to the safety and operating procedures or third party liability of nuclear powered merchant ships by which both Governments become bound, this Agreement shall be amended.

DONE at Copenhagen this second day of July, 1964, in duplicate in the English language.

KATHARINE ELKUS WHITE

*For the Government of the  
United States of America*

[SEAL]

PER HAEKKERUP

*For the Government of the  
Kingdom of Denmark*

[SEAL]

# SWEDEN

## Maritime Matters: Use of Swedish Ports and Waters by the N. S. *Savannah*

*Agreement effected by exchange of notes  
Signed at Stockholm July 6, 1964;  
Entered into force July 6, 1964.*

*The American Ambassador to the Swedish Minister of Foreign Affairs*

No. 3

STOCKHOLM, July 6, 1964.

EXCELLENCY:

I have the honor to refer to conversations which have taken place between representatives of our two Governments concerning the visit to Sweden of the N.S. SAVANNAH and to confirm the understandings reached as set forth in the enclosed agreement.

I further have the honor to propose that the present note and your note in reply concurring in the enclosed agreement shall constitute an agreement between our two Governments.

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

J. GRAHAM PARSONS

His Excellency

TORSTEN NILSSON,

*Minister of Foreign Affairs,  
The Royal Ministry for Foreign Affairs,  
Stockholm.*

### A G R E E M E N T Between The Government of the United States And The Government of Sweden

The Government of the United States of America and the Royal Government of Sweden having a mutual interest in the peaceful uses of atomic energy including its application to the merchant marine, have agreed as follows:

### Article I

For the purposes of this Agreement:

- A. The term "operator" shall have the same meaning as defined in Section 1(a) of the Swedish Act on compensation for damage caused by the operation of nuclear ships of 1963 (hereinafter referred to as the "Swedish Nuclear Ships Liability Act").
- B. The term "nuclear incident" shall have the same meaning as defined in Section 11(o) of the United States Atomic Energy Act [<sup>1</sup>] and in Section 1(a)(iii) of the Swedish Nuclear Ships Liability Act; it being understood that the definition in the latter Act is no broader in scope than in the former.
- C. "A nuclear incident involving the N.S. SAVANNAH" means any nuclear incident in connection with, arising out of, or resulting from the operation, repair, maintenance or use of that ship.
- D. The terms "persons indemnified" and "public liability" shall have the same meaning as defined in Section 11(r) and (u) respectively, of the United States Atomic Energy Act. The term "public liability" shall be understood to include any legal liability of an operator of a nuclear ship and of the Swedish State which may arise under the Swedish Nuclear Ships Liability Act.
- E. The term "reasonable costs of investigating and settling claims and defending suits for damage" includes any such costs as may be awarded by a competent Swedish court in an action for compensation for damage arising from a nuclear incident involving the N.S. SAVANNAH.
- F. References to the United States Government include the United States Maritime Administration.

### Article II

- A. Visits of the N.S. SAVANNAH to Sweden shall be subject to the issuance by the Swedish Government of a license in accordance with the Swedish Atomic Energy Act of 1956.
- B. The operation, repair, maintenance or use of the N.S. SAVANNAH while in Swedish waters shall be subject to the conditions prescribed or measures required in the license referred to in paragraph A of this Article.

### Article III

- A. Considering the possibility that the N.S. SAVANNAH on its visit or visits to Sweden may be operated for such purposes and under such circumstances, that in application of the provisions of the Swedish Act of 17th June, 1938, concerning foreign State-owned

<sup>1</sup> 71 Stat. 576; 42 U.S.C. § 2014.

ships, the N.S. SAVANNAH would be considered to be operated exclusively on governmental and non-commercial service, the United States Government undertakes that, in any legal action brought *in personam* against the United States Government as operator of the N.S. SAVANNAH in a competent Swedish Court exercising jurisdiction on account of a nuclear incident involving the N.S. SAVANNAH, occurring in a Swedish port or in Swedish territorial waters, regardless of whether or not a visit to Sweden is involved, or occurring outside Sweden during a voyage of the ship to or from Sweden and causing damage in Sweden, including Swedish territorial waters,

- (1) It will not interpose the defense of sovereign immunity and will consequently in respect of such actions submit to the jurisdiction of such court, it being understood that the waiver of immunity is applicable in a proceeding to determine whether or not a particular incident is a nuclear incident; and
  - (2) It will not seek to invoke any provisions of the Swedish law, or of any other law, relating to the limitation of shipowner's liability.
- B. Nothing in this Agreement is intended to preclude the application of the ordinary principles of law in the event claims for compensation for damage resulting from a non-nuclear incident involving the N.S. SAVANNAH are instituted in a Swedish court of competent jurisdiction against the United States Government as owner of the ship.

#### Article IV

- A. The United States Government represents that there is an agreement in effect between the U.S. Atomic Energy Commission and the U.S. Maritime Administration whereunder the Atomic Energy Commission, acting upon the authority of Section 170 of the United States Atomic Energy Act, [¹] has agreed to indemnify the United States Maritime Administration and other persons indemnified against claims for public liability arising from a nuclear incident involving the N.S. SAVANNAH in the amount of \$500 million including the reasonable costs of investigating and settling claims and defending suits for damage; and that under the above-mentioned indemnification agreement the U.S. Maritime Administration is not required to provide and maintain such financial protection as is referred to in Section 170 of the U.S. Atomic Energy Act and that in consequence thereof any public liability arising out of a nuclear incident involving the N.S. SAVANNAH will be covered by the aforementioned indemnification agreement up to an aggregate amount of \$500 million.

<sup>1</sup> 71 Stat. 576; 72 Stat. 525; 42 U.S.C. § 2210.

- B. The Swedish Government represents that the maximum amount of public liability—including any interest and costs awarded by a court—to be established by the Swedish Government in accordance with the provisions of Section 5(a) of the Swedish Nuclear Ships Liability Act in respect of the N.S. SAVANNAH shall not exceed the amount of \$500 million and that in consequence thereof the liability of the United States Government as operator of the N.S. SAVANNAH in respect of a single nuclear incident involving that ship shall not, either as regards the victims or—by way of recourse or contribution—towards other persons indemnified, exceed such amount, regardless of where the damage is suffered.

#### Article V

The United States Government shall, within the limited amount of liability referred to in Article IV of this Agreement pay promptly any amount payable under a judgment against or a settlement entered into by the United States, at the option of the claimant, in Sweden in Swedish currency or in any other State, in the currency of that State, where the damage was sustained or where the claimant is habitually resident.

#### Article VI

If the indemnification agreement referred to in Article IV A of this Agreement should for any reason terminate or be revised, the United States Government agrees that it will not cause or permit the N.S. SAVANNAH to visit Sweden unless there shall be in effect either:

- (1) a new or revised agreement of indemnification under Section 170 of the U.S. Atomic Energy Act, affording a no less favorable measure of State indemnification than that described in Article IV A; or
- (2) such other arrangement covering compensation for damage as is acceptable to the Swedish Government.

#### Article VII

In the event of entry into force of any multilateral convention relating to third party liability of nuclear-powered ships, by which both Sweden and the United States become bound, the present Agreement shall be reviewed in the light of such convention.

#### Article VIII

Either Government may terminate this Agreement by giving no less than 180 days' notice to the other. The termination of this Agreement shall not, however, in any way affect the validity or applicability of the provisions of this Agreement as to any questions arising out of any incident which may have occurred before the termination takes effect.

*The Swedish Minister of Foreign Affairs to the American Ambassador*

ROYAL MINISTRY  
FOR  
FOREIGN AFFAIRS

STOCKHOLM, July 6, 1964.

EXCELLENCY,

I have the honor to acknowledge the receipt of your note of July 6, 1964 reading as follows:

"I have the honor to refer to conversations which have taken place between representatives of our two Governments concerning the visit to Sweden of the N.S. Savannah and to confirm the understandings reached as set forth in the enclosed agreement.

I further have the honor to propose that the present note and your note in reply concurring in the enclosed agreement shall constitute an agreement between our two Governments."

I have the honor to state that the Government of Sweden confirms the understandings reached as set forth in the enclosed agreement and considers that your note and this reply constitute an agreement between the two Governments on this subject.

Accept, Excellency, the assurances of my highest consideration.

TORSTEN NILSSON

His Excellency

J. GRAHAM PARSONS,

*Ambassador of the United States of America,  
etc., etc., etc.*

# KOREA

## Petroleum

*Agreement, with agreed minutes, signed at Seoul May 12, 1964;  
Entered into force September 3, 1964.*

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**PETROLEUM AGREEMENT OF 1964  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE REPUBLIC OF KOREA**

WHEREAS, the Government of the Republic of Korea, in view of changed conditions, has proposed to the Government of the United States that the Petroleum Operating Agreement, concluded between the two Governments and the Korea Oil Storage Company in 1955,[<sup>1</sup>] be terminated;

AND WHEREAS, both Governments are mindful of the continuing need for an Agreement respecting the handling, storage and management of petroleum products within the Republic of Korea;

NOW THEREFORE, the Government of the United States accepts the proposal of the Government of the Republic of Korea, and both Governments mutually agree to the adoption of the following new Agreement:

#### ARTICLE I

##### Information and Access

The authorities designated by the Government of the Republic of Korea will provide to the Commander of United States Forces Korea on a continuing basis detailed information concerning the existing and prospective supplies and consumption of refined and unrefined petroleum products within the Republic of Korea, and the plans of the Government of the Republic of Korea, its nationals, or entities licensed to do business within the territory of the Republic of Korea, for the management and disposition of these products. Representatives of the Commander of United States Forces Korea shall have the privilege of access and inspection with respect to facilities for the handling, storage and distribution of petroleum products within the territory of the Republic of Korea, for the purpose of determining the role of these facilities in defense planning. The Government of the United States agrees to hold information acquired under the terms of the understandings set forth in this Article in confidence, and to take such administrative action as is necessary to ensure that the confidential nature of this information will be maintained.

#### ARTICLE II

##### State of Emergency

(a) In the event the Commander of United States Forces Korea deems that a state of emergency exists with respect to the availability to his Command of supplies of petroleum products or of facilities for the handling and storage of such products, and requests the coopera-

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<sup>1</sup> Not printed.

tion of the Government of the Republic of Korea, the Government of the Republic of Korea will take such steps as are necessary to provide the Commander of United States Forces Korea with the use of those products or those services of petroleum handling and storage facilities located within the territory of the Republic of Korea which the Commander of United States Forces Korea considers essential to the resolution of the emergency.

(b) In the event the Government of the Republic of Korea deems that a critical situation exists with respect to the availability for civil use of supplies of petroleum products, and therefore requests cooperation, the Commander of United States Forces Korea will agree to the temporary use of all or a portion of those reserves prescribed in Article IV, provided that the use of these reserves will not hamper the combat preparedness of forces in the defense of the Republic of Korea. Additionally, the Commander of United States Forces Korea may, to the extent necessary to prevent the failure of his mission, make available from stocks of United States Forces Korea those products necessary to meet the situation.

(c) Reimbursement for products or services made available to the other party shall be arranged by negotiations between the Government of the United States and the Government of the Republic of Korea within a reasonable time thereafter, provided however, that with respect to the consumption of petroleum products during the course of the events mentioned above, both parties shall have the option of replacing products consumed with like products of the same type, grade, and quality.

### ARTICLE III

#### Use of Facilities and Payment

(a) The Government of the Republic of Korea guarantees to the Government of the United States and to its agencies the right of use of the existing Pusan, Ulsan, Yong-Do and Sasang petroleum terminals and facilities (or if they are relocated, such other terminals or facilities as are constructed to replace them) for off-loading, loading, handling, storage (to include open space for the storage of packaged products) and distribution of petroleum products introduced into the Republic of Korea by the Government of the United States or its agencies, (i) for their own use, or (ii) for carrying out programs designed to assist in the defense or to advance the economic development of the Republic of Korea. In the event that at some future time, the Government of the United States or its agencies require services in connection with the off-loading, loading, handling, storage or distribution of petroleum products from terminals or facilities located within the Republic of Korea other than those mentioned in the first sentence of this Article, the Government of the Republic of Korea guarantees prompt and sympathetic consideration of requests by the Government

of the United States or its agencies for the provision of such services under terms and conditions no less favorable than those under which the same type of services are accorded the Government of the Republic of Korea or its agencies.

(b) In connection with the use by the Government of the United States or its agencies of the terminals, facilities and services described in the preceding sentences, the Government of the Republic of Korea guarantees that no charge will be made to the Government of the United States or its agencies for expenses incurred in the off-loading, loading, storage and handling or transportation of petroleum products made available for the armed forces of the Republic of Korea, or introduced into the Republic of Korea under the terms of any official program of economic assistance to the Republic of Korea by the Government of the United States. Regarding the use of these terminals and facilities for the off-loading, loading, handling and storage of petroleum products introduced into the Republic of Korea by the Government of the United States or its agencies for their own use, the Government of the United States will reimburse the appropriate entities for the cost of providing such services.

(c) Should the Government of the Republic of Korea determine that the use of the United States Army Petroleum Terminal at Inchon, Korea, is necessary in supplying the Korean economy with petroleum products, the Government of the United States will enter into an agreement with whatever commercial agency the Government of the Republic of Korea may designate, authorizing the joint use of said terminal. The use of the Inchon facility to supply the Korean civilian economy shall be on a reimbursable basis, shall be subject to the priority of handling and storage rights of the United States Forces Korea and shall, along with any implementing arrangements necessary for such use, be approved by the Commander of United States Forces Korea.

#### ARTICLE IV

##### Defense Reserves

The authorities designated by the Government of the Republic of Korea shall be notified by the Commander of United States Forces Korea of required minimum levels of stocks of petroleum products and will maintain these stocks as defense reserves at no charge to the Government of the United States within the confines of certain geographical areas in the territory of the Republic of Korea designated by the Commander of United States Forces Korea. The Government of the United States and the Government of the Republic of Korea shall agree upon inspection procedures to ensure that the stocks of petroleum products which are included in the reserves mentioned in the preceding sentence are being accurately reported, and meet standards of type and quality designated by the Commander of United States Forces Korea.

**ARTICLE V**Exchange of Products

At any location within Korea where petroleum products may be available for distribution within the Korean economy, the Government of the Republic of Korea shall upon request make such products available to the Government of the United States and its agencies in exchange for like products, based on mutually acceptable differentials, delivered by the United States into storage at the Pusan/Ulsan area or such other storage areas as may be mutually acceptable.

**ARTICLE VI**Entry of U.S. Product

Recognizing that the supply of petroleum products for the use of the United States and United Nations Forces in Korea is the sole responsibility of those Forces, the Government of the Republic of Korea agrees to (i) place no restrictions on the amount of petroleum products imported into Korea by the United States or its agencies for use by the United States and United Nations Forces; (ii) grant exemptions from the payment of any import duties or any national or local taxes of any type whatsoever on petroleum products imported into the Republic of Korea by the United States or its agencies for use by the United States and the United Nations Forces.

**ARTICLE VII**Losses and Claims

Each Government shall, on behalf of agencies or entities which actually handle petroleum products at terminals in accordance with preceding Articles, not be liable to the other party for loss or damage of petroleum products in the receipt, storage and transportation arising from any cause whatsoever except loss or damage caused by the wilful misconduct, or gross negligence, on the part of the personnel of the entity or agency concerned.

**ARTICLE VIII**Joint Petroleum Committee

The Governments of the United States and the Republic of Korea shall institute a Joint Petroleum Committee which shall have responsibility for carrying out in detail the understandings set forth in the Articles above. The Committee shall constitute a forum for the transmission of the information and coordination of the visits and inspections mentioned in Article I, shall be the instrumentality by which either party shall transmit or receive a request for cooperation as contemplated in Article II, shall review arrangements entered into under the terms of Article III, and shall be the means by which the

designated authorities of the Government of the Republic of Korea are notified by the Commander of United States Forces Korea of the quantities and types of products to be held as defense reserves as provided in Article IV. The Committee shall also discuss all other matters relevant to the mutual interests of the Governments of the United States and of the Republic of Korea in the role of petroleum products and petroleum handling, storage, and transportation in the defense and economic development of the Republic of Korea.

## ARTICLE IX

### Fulfillment of Understandings

The Governments of the United States and the Republic of Korea will assure themselves that they will be in a position to fulfill the understandings set forth in the preceding Articles.

## ARTICLE X

### Effective Date and Duration

(a) This Agreement shall take effect, and operation thereunder shall commence, ninety (90) days after the Government of the Republic of Korea shall notify the United States Government that the Agreement has been submitted to and concurred in by the National Assembly and ratified by the President of the Republic of Korea, unless otherwise agreed to by the Government of the United States and the Government of the Republic of Korea. During the period between the ratification of this Agreement and its effective date, the United States Government, under such terms and conditions as may be prescribed by the Commander of United States Forces Korea, will handle at the United States Army petroleum facilities at Inchon, Korea, petroleum products owned by the Government of the Republic of Korea or its agencies.

(b) This Agreement shall remain in force until terminated or amended by mutual agreement.

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

DONE in duplicate at Seoul, Korea on this twelfth day of May, One thousand nine hundred and sixty-four.

FOR THE UNITED STATES OF AMERICA:

SAMUEL D. BERGER

FOR THE REPUBLIC OF KOREA:

C. H. PARK

[SEAL]

[SEAL]

**AGREED MINUTES  
TO  
THE PETROLEUM AGREEMENT OF 1964  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE REPUBLIC OF KOREA**

**AGREED MINUTE TO ARTICLE II**

(Definition of "State of Emergency")

It is understood that a "state of emergency" shall be limited to the resumption or imminent resumption of hostilities, the existence of major civil disturbances or major disaster, natural or otherwise, or other circumstances, such as strikes or lockouts, which would materially affect the supply or distribution of petroleum products within the Republic of Korea to United States Forces Korea, or to the armed forces of the Republic of Korea, to the extent of impairing the ability of these Forces to execute their operational missions.

\* \* \* \* \*

**AGREED MINUTE TO ARTICLE III AND IV**

(Preservation of Facilities)

Since existing petroleum handling and storage facilities at Pusan Main, Ulsan, Yong-Do and Sasang are necessary for the defense of the Republic of Korea, it is agreed that these facilities may not be removed, dismantled, altered or otherwise rendered unfit for use as petroleum receiving, handling and storage facilities without consultation and agreement with the Commander of United States Forces Korea.

\* \* \* \* \*

**AGREED MINUTE TO ARTICLE VI**

(Exemption of U.S. Product from Duties and Taxes)

It is understood that the exemptions of duties and taxes referred to in Article VI will be granted pursuant to Paragraph 13, Article III of the Agreement on Economic Coordination between the Republic of Korea and the Unified Command under date of May 24, 1952,[<sup>1</sup>] as continued in force by an exchange of notes and minutes under date of February 8, 1961,[<sup>2</sup>] and Sub-paragraph (a), Paragraph 6) of the Agreement on Economic Cooperation between the Government of the United States of America and the Government of the Republic of Korea under date of February 8, 1961[<sup>2</sup>] relating to Economic Assistance and Technical Cooperation.

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<sup>1</sup> TIAS 2593; 3 UST (pt. 3) 4432.

<sup>2</sup> TIAS 4710; 12 UST 268, 270.

DONE in duplicate at Seoul, Korea on this twelfth day of May,  
One thousand nine hundred and sixty-four.

FOR THE UNITED STATES OF AMERICA:

SAMUEL D. BERGER

FOR THE REPUBLIC OF KOREA:

C. H. PARK

# PANAMA

## Peace Corps Program

*Agreement effected by exchange of notes  
Signed at Panamá October 30, 1963;  
Entered into force July 6, 1964.*

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

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Panamá, R.P., October 30, 1963*

No. 353

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to nationals of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in Panama.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of the Republic of Panama and approved by the Government of the United States to perform mutually agreed tasks in Panama. The Volunteers will work under the immediate supervision of governmental or private organizations in Panama designated by our two Governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks.
2. The Government of the Republic of Panama will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded to nationals of the United States residing in Panama; and fully inform, consult, and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of the Republic of Panama will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Panama, and from all customs duties or other charges on their personal property introduced into Panama for their own use at or about the time of their arrival.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two Governments may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of the Republic of Panama will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Panama by the Government of the United States, or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of the Republic of Panama will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of the Republic of Panama. The Government of the Republic of Panama will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Panama. The Government of the Republic of Panama will accord the Peace Corps Representative and his staff the same treatment with respect to the payments of customs duties or other charges on personal property introduced into Panama for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of the Republic of Panama will accord personnel of the United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Panama for their own use as is accorded Volunteers hereunder.

5. The Government of the Republic of Panama will exempt from investment and deposit requirements and currency controls all funds introduced into Panama for use hereunder by the Government of the United States or contractors financed by it.

6. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in Panama as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of the note by which the Government of the Republic of Panama notifies the Government of the United States that it has been ratified and shall remain in force until Ninety (90) days after receipt by either Government of written notification of the intention of the other to terminate it.

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

WALLACE W. STUART  
*Chargé d'Affaires ad interim*

His Excellency  
GALILEO SOLÍS,  
*Minister of Foreign Affairs,*  
*Republic of Panama.*

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

REPÚBLICA DE PANAMA  
MINISTERIO DE RELACIONES EXTERIORES

Nº DRE-865/7

PANAMÁ, 30 de octubre de 1963.

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el honor de avisar recibo de la atenta nota Nº 353 de Vuestra Señoría, fechada el día de hoy y cuyo tenor literal es el siguiente:

“Excelencia:

Tengo el honor de referirme a las recientes conversaciones sostenidas entre representantes de nuestros dos Gobiernos y de proponer el siguiente entendimiento con relación a nacionales de los Estados Unidos de América que se presenten como voluntarios para servir en el Cuerpo de Paz y que, a solicitud de mi Gobierno, vivirían y trabajarían durante determinados períodos de tiempo en Panamá.

1. El Gobierno de los Estados Unidos proporcionará tantos Voluntarios del Cuerpo de Paz como sean solicitados por el Gobierno de Panamá y aprobados por el Gobierno de los Estados Unidos para realizar en Panamá, las tareas que hayan sido mutuamente convenidas. Los Voluntarios trabajarán bajo la supervisión inmediata de organizaciones gubernamentales o privadas en Panamá designadas por nuestros dos Gobiernos. El Gobierno de los Estados Unidos facilitará entrenamiento a los Voluntarios, a fin de capacitarlos para que realicen más eficazmente las tareas que para los mismos hayan sido convenidas.

2. El Gobierno de Panamá otorgará un trato equitativo a los Voluntarios y a sus bienes, les concederá plena ayuda y protección, incluyendo un trato no menos favorable que aquél generalmente otorgado a los nacionales de los Estados Unidos que residen en Panamá, e informará, consultará y cooperará plenamente con los representantes del Gobierno de los Estados Unidos con respecto a todos los asuntos concernientes a ellos. El Gobierno de Panamá eximirá a los Voluntarios de todos los impuestos sobre pagos que reciban para sufragar sus gastos de vida y por ingresos que pro-

vengan de fuera de Panamá; y de todos los derechos arancelarios u otros recargos sobre sus efectos personales introducidos a Panamá para su propio uso, en la fecha de su llegada o alrededor de la misma.

3. El Gobierno de los Estados Unidos proporcionará a los Voluntarios las cantidades limitadas de equipo y suministros que por acuerdo entre nuestros dos Gobiernos deben ser proporcionados por el mismo para que los Voluntarios puedan desempeñar sus tareas de una manera eficaz.

El Gobierno de Panamá eximirá de todo impuesto, derecho arancelario y demás recargos a todo los equipos y abastecimientos introducidos o adquiridos en Panamá por el Gobierno de los Estados Unidos o por cualquier contratista financiado por éste, para el uso aquí convenido.

4. A fin de que el Gobierno de los Estados Unidos pueda cumplir sus responsabilidades bajo este Acuerdo, el Gobierno de Panamá recibirá a un representante del Cuerpo de Paz y a tales miembros del personal del representante, y a tales miembros del personal de las organizaciones privadas de los Estados Unidos que desarrollen funciones conforme al presente Acuerdo bajo contrato con el Gobierno de los Estados Unidos como sea aceptable para el Gobierno de Panamá. El Gobierno de Panamá eximirá a tales personas de los impuestos sobre ingresos derivados de su trabajo con el Cuerpo de Paz o por ingresos que provengan de fuera de Panamá. El Gobierno de Panamá otorgará al representante del Cuerpo de Paz y a su personal el mismo trato con respecto al pago de derechos arancelarios u otros recargos sobre los efectos personales introducidos a Panamá para su propio uso que el otorgado al personal de la Embajada de los Estados Unidos de rango o grado equivalente. El Gobierno de Panamá otorgará al personal de las organizaciones privadas de los Estados Unidos que estén bajo contrato con el Gobierno de los Estados Unidos, el mismo trato con respecto al pago de derechos arancelarios u otros recargos sobre los efectos personales introducidos a Panamá para su propio uso, que el otorgado a los Voluntarios conforme al presente Acuerdo.

5. El Gobierno de Panamá eximirá de todos los requisitos de inversión, depósito y control monetario a todos los fondos introducidos en Panamá por el Gobierno de los Estados Unidos o por contratistas financiados por éste.

6. Los debidos representantes de nuestros dos Gobiernos podrán, de cuando en cuando, adoptar los acuerdos que estimen necesarios o convenientes con el objeto de poner en efecto este Acuerdo, en relación con los Voluntarios del Cuerpo de Paz y con los programas del Cuerpo de Paz en Panamá. Los compromisos de cada uno de los Gobiernos conforme al presente Acuerdo estarán sujetos a la disponibilidad de fondos y a las leyes aplicables de ese Gobierno.

Tengo además el honor de proponer que si este Acuerdo es aceptable para Vuestro Gobierno, esta nota y la nota de respuesta,

expresando su conformidad con la misma, constituirán un Acuerdo entre nuestros dos Gobiernos, que entrará en vigor en la fecha de la nota por medio de la cual el Gobierno de Panamá comunique al Gobierno de los Estados Unidos que dicho Acuerdo ha sido ratificado y permanecerá en vigor hasta 90 días después de la fecha en que cualquiera de los dos Gobiernos le notifique al otro su intención de terminarlo.

Acepte, Excelencia la expresión de mi más alta y distinguida consideración."

De acuerdo con el último parágrafo de su nota, tengo el honor de comunicar a Vuestra Señoría la conformidad del Gobierno de la República de Panamá, y al propio tiempo expresarle que la nota de Vuestra Señoría y la presente nota contentiva de la aprobación del Gobierno de la República de Panamá constituyen un Acuerdo entre nuestros dos Gobiernos, el cual entrará en vigor en la fecha de la nota por medio de la cual el Gobierno de Panamá comunique al Gobierno de los Estados Unidos que dicho Acuerdo ha sido ratificado y permanecerá en vigor hasta 90 días después de la fecha en que cualquiera de los dos Gobiernos le notifique al otro su intención de terminarlo.

Aprovecho la oportunidad para reiterar a Vuestra Señoría las seguridades de mi consideración distinguida.

GALILEO SOLIS

Galileo Solis,  
*Ministro de Relaciones Exteriores.*

Su Señoría

WALLACE W. STUART,  
*Encargado de Negocios, a.i.,*  
*Embajada de Estados Unidos de América,*  
*E.S.D.*

*Translation*

REPUBLIC OF PANAMA  
MINISTRY OF FOREIGN AFFAIRS

No. DRE-865/7

PANAMA, October 30, 1963

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of your note No. 353 of this date, which reads as follows:

"Excellency:

"I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understanding with respect to nationals of the United States of America who volunteer to serve in the Peace Corps and who, at the request of my Government, would live and work for periods of time in Panama.

"1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Panama and approved by the Government of the United States to perform mutually agreed tasks in Panama. The Volunteers will work under the immediate supervision of governmental or private organizations in Panama designated by our two Governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks.

"2. The Government of Panama will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favorable than that generally accorded to nationals of the United States residing in Panama; and fully inform, consult, and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Panama will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Panama, and from all customs duties or other additional charges on their personal property introduced into Panama for their own use at or about the time of their arrival.

"3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two Governments may agree should be provided by it to enable the Volunteers to perform their tasks effectively.

"The Government of Panama will exempt from all taxes, customs duties and other additional charges, all equipment and supplies introduced into or acquired in Panama by the Government of the United States, or any contractor financed by it, for the use agreed on hereunder.

"4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of the Republic of Panama will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Panama. The Government of Panama will exempt such persons from taxes on income derived from their Peace Corps work or sources outside Panama. The Government of Panama will accord the Peace Corps Representative and his staff the same treatment with respect to the payments of customs duties or other additional charges on personal property introduced into Panama for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of the Republic of Panama will accord personnel of the United States private organizations which are under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other additional charges on personal property introduced into Panama for their own use as is accorded Volunteers hereunder.

"5. The Government of Panama will exempt from all investment, deposit, and currency control requirements all funds introduced into Panama by the Government of the United States or contractors financed by it.

"6. Appropriate representatives of our two Governments may adopt from time to time such agreements with respect to Peace Corps Volunteers and Peace Corps programs in Panama as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government hereunder shall be subject to the availability of funds and to the applicable laws of that Government.

"I have the further honor to propose that, if this understanding is acceptable to your Government, this note and the reply note concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of the note by which the Government of Panama notifies the Government of the United States that the aforesaid agreement has been ratified and shall remain in force until 90 days after the date on which either Government notifies the other of its intention to terminate it.

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

In accordance with the last paragraph of your note, I have the honor to signify to you the concurrence of the Government of the Republic of Panama and, at the same time, to inform you that your note and this note containing the approval of the Government of the Republic of Panama shall constitute an agreement between our two Governments, which shall enter into force on the date of the note whereby the Government of Panama informs the Government of the United States that the aforesaid Agreement has been ratified and shall remain in force until 90 days after the date on which either Government notifies the other of its intention to terminate it.

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

GALILEO SOLIS  
Galileo Solis  
*Minister of Foreign Affairs*

Mr. WALLACE W. STUART,  
*Charge d'Affaires ad interim,*  
*Embassy of the*  
*United States of America,*  
*City.*

CHILE

## **Agricultural Commodities: Sales Under Title IV**

*Agreement, amending the agreement of August 7, 1962, as amended.*

### ***Effectuated by exchange of notes***

*Signed at Santiago June 30, 1964;*

**Entered into force June 30, 1964.**

*With related notes.*

*The American Ambassador to the Chilean Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Santiago, June 30, 1964.*

No. 649

## **EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on August 7, 1962, as amended, [¹] and to propose to Your Excellency that the Agreement be further amended by, as follows:

1. Replacing the phrase "United States fiscal year 1963" in the first paragraph of Article I by the phrase "those periods indicated in the table of commodities below."

<sup>1</sup> TIAS 5195, 5252, 5304, 5342; 13 UST 2269, 2878; 14 UST 245, 468; see also TIAS 5702, *post*, p. 2176.

## 2. Adding to the table of commodities in Article I the following:

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value to be Financed (in thousands)</u>
Wheat, wheat flour and/or bulgur wheat	Calendar Year 1964	145, 000 M.T.	\$9, 790
Cottonseed and/or soybean oil	Calendar Year 1964	6, 000 M.T.	\$1, 435
Butter and/or anhydrous milk fat	Calendar Year 1964	1, 000 M.T.	\$ 820
Tobacco	Calendar Year 1964	615 M.T.	\$1, 820
Cotton	Calendar Year 1964	22, 600 Bales	\$3, 245
Beef	Calendar Year 1964	3, 000 M.T.	\$2, 150

3. Changing ocean transportation (estimated) from \$1,171 to \$2,833 in the table of commodities in Article I.

4. Changing the total from \$21,011 to \$41,933 in the table of commodities in Article I.

It is understood that purchases of commodities and transportation financed under the Agreement, as amended, including those made in accordance with what was established for the supply period of United States fiscal year 1963 and those agreed to for the calendar year 1964, will not exceed a total of \$40 million.

It is proposed that this note and Your Excellency's reply concurring therein shall constitute an Agreement between our two Governments on this matter to enter into force on the date of your note of reply.

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

CHARLES W. COLE

His Excellency

JULIO PHILIPPI,

*Minister of Foreign Affairs,  
Santiago.*

*The Chilean Minister of Foreign Affairs to the American Ambassador*

REPÚBLICA DE CHILE  
MINISTERIO DE RELACIONES EXTERIORES

Nº 9155

SANTIAGO, 30 de junio de 1964.

**SEÑOR EMBAJADOR:**

Tengo el honor de dirigirme a Vuestra Excelencia para acusar recibo de su Nota N° 649 de fecha de hoy, cuyo texto es el siguiente:

**"Excelencia:**

Tengo el honor de referirme al Acuerdo sobre Productos Agrícolas suscrito entre nuestros dos Gobiernos el 7 de agosto de 1962, con sus notas complementarias, y de proponer a Vuestra Excelencia que ese Acuerdo sea complementado nuevamente, como sigue:

1. Reemplazando la frase "año fiscal de los Estados Unidos, 1963" en el párrafo primero del Artículo I por la frase "aquellos períodos indicados en el cuadro de productos que figura más adelante".

2. Agregando lo siguiente en el cuadro de productos del Artículo I:

<u>Producto</u>	<u>Período de entrega</u>	<u>Cantidad máxima aproximada</u>	<u>Valor máximo de mercado de exportación por financiarse (en miles)</u>
Trigo, harina de trigo y/o trigo "bulgur".	Año Calendario 1964	145.000 T. M.	US\$ 9.790
Aceite de semilla de algodón y/o soya	Año Calendario 1964	6.000 T. M.	US\$ 1.435
Mantequilla y/o grasa de leche anhidra	Año Calendario 1964	1.000 T. M.	US\$ 820
Tabaco	Año Calendario 1964	615 T. M.	US\$ 1.820
Algodón	Año Calendario 1964	22.600 Balas	US\$ 3.245
Carne de vacuno	Año Calendario 1964	3.000 T. M.	US\$ 2.150

3. Reemplazando la cantidad estimada para transporte marítimo de US\$ 1.171 por US\$ 2.833 en el cuadro de productos del Artículo I.

4. Reemplazando el total de US\$ 21.011 por US\$ 41.933 en el cuadro de productos del Artículo I.

Se entiende que las compras de mercaderías, y su transporte, financiadas en virtud del Acuerdo y sus notas complementarias,

incluyendo las efectuadas de conformidad con lo establecido para el período de entrega del año fiscal de Estados Unidos, 1963, y las convenidas para el año calendario 1964, no excederán de un total de US\$ 40.000.000.

Se propone que esta nota y la respuesta afirmativa de Vuestra Excelencia constituyan un Acuerdo entre nuestros dos Gobiernos acerca de esta materia, que entrará en vigencia en la fecha de vuestra nota de respuesta.

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

Al respecto, tengo el honor de comunicar a Vuestra Excelencia la conformidad de mi Gobierno con los términos de la Nota transcrita, constituyendo tanto ella como la presente respuesta un acuerdo entre ambas Partes.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.



Al Excelentísimo Señor

CHARLES W. COLE

*Embajador de los Estados Unidos de América  
Presente.*

*Translation*

REPUBLIC OF CHILE  
MINISTRY OF FOREIGN AFFAIRS

No. 9155

SANTIAGO, June 30, 1964

MR. AMBASSADOR:

I have the honor to address Your Excellency in order to acknowledge receipt of your note No. 649 of this date, the text of which reads as follows:

[For the English language text of the note, see *ante*, p. 1428.]

In this connection, I have the honor to inform Your Excellency that my Government agrees to the terms of the note transcribed above and that such note and this reply shall constitute an agreement between the two Parties.

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

[Initialed]

His Excellency

CHARLES W. COLE,

*Ambassador of the  
United States of America,  
City.*

*The American Ambassador to the Chilean Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Santiago, June 30, 1964*

No. 650

**EXCELLENCY:**

I have the honor to refer to Notes Nos. 649 and 9155, exchanged today, amending the Agricultural Commodities Agreement entered into by our two Governments on August 7, 1962, as previously amended. In connection with such exchange of notes, I wish to confirm my Government's understanding of agreements reached in conversations which have taken place between representatives of this Embassy and of the Government of Chile, as follows:

1. In expressing its concurrence that the delivery of agricultural commodities pursuant to the Agreement should not displace usual marketings or unduly disrupt world prices of corresponding agricultural commodities or normal patterns of commercial trade with friendly countries, the Government of Chile agrees that, during calendar year 1964, Chile will import with its own resources from free world sources, including the United States of America, at least

105,000 metric tons of wheat, wheat flour and/or bulgur wheat in terms of grain equivalent;

24,000 metric tons of edible fats and oils of which at least 7,000 metric tons shall be from the United States of America;

4,000 metric tons of butter and/or anhydrous milk fat in terms of butter equivalent;

355 metric tons of leaf tobacco of which at least 260 metric tons shall be from the United States of America;

7,500 metric tons of carcass beef and/or veal; and

96,000 bales of cotton of which at least 16,000 bales shall be from the United States of America.

The quantities of the above mentioned commodities are in addition to the quantities of such commodities stipulated in the referenced exchange of notes.

2. With regard to paragraph 4 of Article III of the Agreement, the Government of Chile agrees to furnish, at least quarterly, the following information in connection with each shipment received of commodities financed under the Agreement: the name of the vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which the commodity was received; the date unloading was completed; and the disposition of the cargo, i.e. stored, distributed locally or, if shipped, where shipped.

In addition, the Government of Chile agrees to furnish at least quarterly:

- (a) a statement of measures it has taken to prevent the resale abroad or reexport of commodities furnished under the Agreement;
- (b) a statement that the program has not resulted in increased availability of the same or like commodities for export to other nations; and
- (c) a statement showing progress made toward fulfilling commitments on usual marketings.

The Government of Chile further agrees that the above mentioned statements will be accompanied by statistical data on imports and exports, by country of origin or destination, of commodities which are the same as or like those imported under the Agreement.

3. The Government of Chile agrees that the understandings set forth in United States Note 159 of October 3, 1962,[<sup>1</sup>] as amended, apply only to the escudos resulting from the sale of commodities delivered under the United States Fiscal Year 1963 supply period portion of the commodity table of the Agreement and that the following understanding applies to the escudos resulting from the sale of commodities referred to in the exchange of notes of today. These escudos will be used by the Government of Chile in programs and projects important to the economic and social development of the country, contemplated in the 1964 public sector capital investment budget, as may be specifically agreed between the Economic Mission of the United States in Chile and the Budget Office of the Ministry of Finance. Furthermore, the Government of Chile agrees to furnish to the Economic Mission the reports which it may request regarding the utilization of said escudos.

I shall appreciate receiving Your Excellency's confirmation of the above expressed understanding.

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

CHARLES W. COLE

His Excellency

JULIO PHILIPPI,

*Minister of Foreign Affairs,  
Santiago.*

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<sup>1</sup> TIAS 5195; 13 UST 2281.

*The Chilean Minister of Foreign Affairs to the American Ambassador*

REPÚBLICA DE CHILE  
MINISTERIO DE RELACIONES EXTERIORES

Nº 9.156

SANTIAGO, 30 de junio de 1964.

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia para acusar recibo de su Nota N° 650 de fecha de hoy, cuyo texto es el siguiente:

“Excelencia:

Tengo el honor de referirme a las Notas Nos. 649 y 9.155, intercambiadas el día de hoy, complementarias del Acuerdo sobre Productos Agrícolas suscrito entre nuestros dos Gobiernos el 7 de agosto de 1962 y de sus previas notas complementarias. Con respecto a dicho cambio de notas, deseo confirmar el entendimiento por parte de mi Gobierno de los acuerdos a que se ha llegado en conversaciones que han tenido lugar entre representantes de esta Embajada y del Gobierno de Chile, como sigue:

1. Al expresar su conformidad en el sentido de que la entrega de productos agrícolas en virtud del Acuerdo no deberá desplazar las compras en los mercados habituales ni dislocar indebidamente los precios mundiales de los productos agrícolas correspondientes o las normas usuales del intercambio comercial con países amigos, el Gobierno de Chile conviene en que, durante el año calendario 1964, Chile importará, con sus propios recursos, de fuentes del mundo libre, incluyendo los Estados Unidos de América, por lo menos

105.000 toneladas métricas de trigo, harina de trigo y/o trigo “bulgur”, en términos de equivalencia en granos;

24.000 toneladas métricas de grasas y aceites comestibles, de las cuales por lo menos 7.000 toneladas métricas provenirán de los Estados Unidos de América;

4.000 toneladas métricas de mantequilla y/o grasa de leche anhidra en términos de equivalencia de mantequilla;

355 toneladas métricas de tabaco en hoja, de las cuales por lo menos 260 toneladas métricas serán de los Estados Unidos de América;

7.500 toneladas métricas de carne faenada de vacuno y/o ternero;

96.000 balas de algodón, de las cuales por lo menos 16.000 balas serán de los Estados Unidos de América.

Las cantidades de los productos arriba mencionados son adicionales a las cantidades de dichos productos estipuladas en el cambio de notas en referencia.

2. En relación con el párrafo 4 del Artículo III del Acuerdo, el Gobierno de Chile conviene en proporcionar, por lo menos tri-

mestralmente, la siguiente información relativa a cada embarque recibido de productos financiados de conformidad con el Acuerdo: el nombre del barco; la fecha de arribo; el puerto de arribo; la mercadería y la cantidad recibida; la condición en que se recibió la mercadería; la fecha en que se terminó la descarga; y el destino de la carga, es decir, si fué almacenada, distribuida localmente o, si fué embarcada, hacia qué lugar.

Adicionalmente, el Gobierno de Chile conviene en proporcionar, por lo menos, trimestralmente:

(a) una información oficial sobre las medidas que haya adoptado para impedir la reventa al exterior o la reexportación de los productos proporcionados de conformidad con el Acuerdo;

(b) una información oficial en el sentido de que el programa no ha dado como resultado un aumento de las disponibilidades de los mismos productos o similares para exportación a otras naciones; y

(c) una información oficial que demuestre el progreso alcanzado en el cumplimiento de los compromisos de compra en los mercados habituales.

El Gobierno de Chile conviene, además, en que las informaciones oficiales mencionadas más arriba serán acompañadas por datos estadísticos de las importaciones y de las exportaciones, por países de origen o de destino, de las mercaderías de la misma clase o similares a aquéllas importadas de conformidad con el Acuerdo.

3. El Gobierno de Chile conviene en que los entendimientos a que se hace referencia en la Nota n° 159, del 3 de octubre de 1962, con su nota complementaria, tienen aplicación solamente a los escudos resultantes de la venta de las mercaderías entregadas de conformidad con lo establecido para el período de entrega del año fiscal de Estados Unidos, 1963, y que el siguiente entendimiento tiene aplicación a los escudos resultantes de la venta de las mercaderías a que se hace referencia en el cambio de notas de fecha de hoy. Estos escudos serán empleados por el Gobierno de Chile en programas y proyectos de importancia para el desarrollo económico y social del país, contemplados en el presupuesto de inversiones de capital del sector público para 1964, según pueda convenirse específicamente entre la Misión Económica de los Estados Unidos en Chile y la Dirección del Presupuesto del Ministerio de Hacienda. Por otra parte, el Gobierno de Chile conviene en proporcionar a la referida Misión Económica los informes que ella solicite acerca de la utilización de dichos escudos.

Agradeceré recibir la confirmación de Vuestra Excelencia sobre el entendimiento arriba expresado.

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

Al respecto, tengo el honor de comunicar a Vuestra Excelencia la conformidad de mi Gobierno con los términos de la Nota transcrita,

constituyendo tanto ella como la presente respuesta un acuerdo entre ambas Partes.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.



Al Excelentísimo Señor  
CHARLES W COLE  
*Embajador de los Estados Unidos de América*  
*Presente.*

*Translation*

REPUBLIC OF CHILE  
MINISTRY OF FOREIGN AFFAIRS

No. 9156

SANTIAGO, June 30, 1964

MR. AMBASSADOR:

I have the honor to address Your Excellency in order to acknowledge receipt of your note No. 650 of this date, the text of which reads as follows:

[For the English language text see *ante*, p. 1432.]

In this connection, I have the honor to inform Your Excellency that my Government agrees to the terms of the note transcribed above and that such note and this reply shall constitute an agreement between the two Parties.

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

[Initialed]

His Excellency  
CHARLES W COLE,  
*Ambassador of the*  
*United States of America,*  
*City.*

# UNITED ARAB REPUBLIC

## Agricultural Commodities

*Agreement amending the agreement of October 8, 1962, as amended.*

*Effectuated by exchange of notes*

*Signed at Cairo June 30, 1964;*

*Entered into force June 30, 1964.*

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*The American Chargé d'Affaires ad interim to the Deputy Prime Minister of the United Arab Republic*

No. 1111

CAIRO, June 30, 1964.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of October 8, 1962, as amended [<sup>1</sup>] and to propose in response to a request from the Government of the United Arab Republic that the agreement be further amended as follows:

In paragraph one of Article I increase the value of "frozen poultry" to "\$2.3 million"; increase the amount for ocean transportation to "\$54.8 million"; and increase the total value of the agreement to "\$420.1 million".

In the notes exchanged on October 8, 1962, substitute "\$8,402,000 or two percent, whichever is greater" for "two percent" in numbered paragraph three.

It is proposed that this note and your reply concurring therein shall constitute agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

WILLIAM O. BOSWELL  
*American Chargé d'Affaires ad interim*

His Excellency

KAMAL RAMZI STINO,  
*Deputy Prime Minister,*  
*Cairo.*

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<sup>1</sup> TIAS 5179, 5440, 5579; 13 UST 2166; 14 UST 1426; *ante*, p. 527; see also TIAS 5640, *post*, p. 1676.

*The Deputy Prime Minister of the United Arab Republic to the  
American Chargé d'Affaires ad interim*

MINISTRY OF SUPPLY  
MINISTER'S OFFICE  
CAIRO U.A.R.

CAIRO, June 30, 1964.

SIR:

I have the honor to acknowledge the receipt of your note of June 30, 1964, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of October 8, 1962, as amended and to propose in response to a request from the Government of the United Arab Republic that the agreement be further amended as follows:

In paragraph one of Article I increase the value of "frozen poultry" to "\$2.3 million"; increase the amount for ocean transportation to "\$54.8 million"; and increase the total value of the agreement to "\$420.1 million".

In the notes exchanged on October 8, 1962, substitute "\$8,402,000 or two percent, whichever is greater" for "two percent" in numbered paragraph three.

It is proposed that this note and your reply concurring therein shall constitute agreement between our Governments on this matter to enter into force on the date of your note in reply."

I have the honor to inform you, Sir, that the terms of the foregoing note are acceptable to the Government of the United Arab Republic and that the Government of the United Arab Republic considers your note and the present reply as constituting an agreement between our two Governments on this subject, the Agreement to enter into force on today's date.

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

K. R. STINO

Dr. K. R. Stino  
*Deputy Prime Minister*

The Honorable

WILLIAM O. BOSWELL,  
*American Charge d'Affaires  
ad interim.*

# GREECE

## Trade in Cotton Textiles

*Agreement effected by exchange of notes  
Signed at Washington July 17, 1964;  
Entered into force July 17, 1964.*

*The Secretary of State to the Greek Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
*July 17, 1964*

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of the Government of the United States of America and the Government of Greece concerning trade in cotton textiles between Greece and the United States.

As a result of these discussions I have the honor to propose the following agreement relating to trade in cotton textiles between Greece and the United States:

1. The Government of Greece shall limit annual exports to the United States in all categories of cotton textiles for the twelve-month period beginning September 1, 1964, in accordance with the following:

- (a) Yarn (categories 1-4) 1 million pounds.
- (b) Fabrics and made-up goods (categories 5-38, 64) 1 million square yards equivalent.
- (c) Apparel (categories 39-63) 200,000 square yards equivalent.

2. Within the ceiling for yarn the following sub-ceilings shall apply:

Category 1	475,000 pounds
Category 2	150,000 pounds
Category 3	315,000 pounds
Category 4	75,000 pounds

3. Within the ceiling for fabrics and made-up goods, exports in any one category shall not exceed 200,000 square yards equivalent in any agreement year except by mutual agreement of the two governments.

4. The limitation on exports established by paragraphs 1, 2, and 3 of this agreement shall be raised by 5 percent for the twelve-

month period beginning September 1, 1965 and on a cumulative basis by 5 percent for the subsequent twelve-month period.

5. The Government of Greece shall space exports in the yarn categories 1, 2, 3 and 4 as evenly as practicable within an agreement year except that exports in this group of categories may be permitted to reach 75 percent of the annual level during the first six months of the first agreement year.

6. Each Government agrees to supply promptly any available statistical data requested by the other government. In the implementation of this agreement, the system of categories and the factors for conversion into square yards equivalent set forth in the Annex hereto shall apply.

7. For the duration of this agreement, the Government of the United States shall not invoke the procedures of Articles 6(c) and 3 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 [¹] to request restraint on the export of cotton textiles from Greece to the United States.

8. The Governments agree to consult on any questions arising in the implementation of this agreement.

9. The agreement shall continue in force through August 31, 1967. As used herein, the term "agreement year" means a twelve-month period from September 1 through August 31. Either government may propose revisions in the terms of the agreement, or may terminate the agreement at any time, giving notice at least 30 days prior to that proposed revision or termination.

For the Secretary of State:  
G. GRIFFITH JOHNSON

His Excellency

ALEXANDER A. MATSAS,  
*Ambassador of Greece.*

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<sup>1</sup> TIAS 5240; 13 UST 2672.

ANNEX**LIST OF COTTON TEXTILE CATEGORIES AND CONVERSION FACTORS  
FOR FABRICS AND MADE UP GOODS**

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
<b>Yarn</b>			
1	Yarn, carded, singles	lb.	4.6
2	Yarn, carded, plied	lb.	4.6
3	Yarn, combed, singles	lb.	4.6
4	Yarn, combed, plied	lb.	4.6
<b>Fabrics</b>			
5	Ginghams, carded yarn	sq yds	1.0
6	Ginghams, combed yarn	sq yds	1.0
7	Velveteens	sq yds	1.0
8	Corduroy	sq yds	1.0
9	Sheeting, carded yarn	sq yds	1.0
10	Sheeting, combed yarn	sq yds	1.0
11	Lawns, carded yarn	sq yds	1.0
12	Lawns, combed yarn	sq yds	1.0
13	Voiles, carded yarn	sq yds	1.0
14	Voiles, combed yarn	sq yds	1.0
15	Poplin and broadcloth, carded yarn	sq yds	1.0
16	Poplin and broadcloth, combed yarn	sq yds	1.0
17	Typewriter ribbon cloth	sq yds	1.0
18	Print cloth, shirting type, 80 x 80 type, carded yarn	sq yds	1.0
19	Print cloth, shirting type, other than 80 x 80 type, carded yarn	sq yds	1.0
20	Shirting, carded yarn	sq yds	1.0
21	Shirting, combed yarn	sq yds	1.0
22	Twill and sateen, carded yarn	sq yds	1.0
23	Twill and sateen, combed yarn	sq yds	1.0
24	Yarn-dyed fabrics, n.e.s., carded yarn	sq yds	1.0
25	Yarn-dyed fabrics, n.e.s., combed yarn	sq yds	1.0
26	Fabrics, n.e.s., carded yarn	sq yds	1.0
27	Fabrics, n.e.s., combed yarn	sq yds	1.0
<b>Made Up Goods</b>			
28	Pillowcases, plain carded yarn	numbers	1.084
29	Pillowcases, plain, combed yarn	numbers	1.084
30	Dish towels	numbers	.348
31	Towels, other than dish towels	numbers	.348
32	Handkerchiefs	dozen	1.66
33	Table damasks and manufactures	pounds	3.17
34	Sheets, carded yarn	numbers	6.2
35	Sheets, combed yarn	numbers	6.2
36	Bedspreads, including quilts	numbers	6.9
37	Braided and woven elastics	pounds	4.6
38	Fishing nets	pounds	4.6

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
<b>Apparel <sup>1</sup></b>			
39	Gloves and mittens	doz. prs.	3. 527
40	Hose and half hose	doz. prs.	4. 6
41	T-shirts, all white, knit, men's and boys'	doz.	7. 234
42	T-shirts, other, knit	doz.	7. 234
43	Shirts, knit, other than T-shirts and sweatshirts	doz.	7. 234
44	Sweaters and cardigans	doz.	36. 8
45	Shirts, dress, not knit, men's and boys'	doz.	22. 186
46	Shirts, sport, not knit, men's and boys'	doz.	24. 457
47	Shirts, work, not knit, men's and boys'	doz.	22. 186
48	Raincoats, $\frac{1}{2}$ length or longer, not knit	doz.	50. 0
49	Other coats, not knit	doz.	32. 5
50	Trousers, slacks and shorts (outer), not knit, men's and boys'	doz.	17. 797
51	Trousers, slacks and shorts (outer), not knit, women's, girls' and infants'	doz.	17. 797
52	Blouses, not knit	doz.	14. 53
53	Dresses (including uniforms), not knit	doz.	45. 3
54	Playsuits, washsuits, sunsuits, creepers, rompers, etc., not knit, n.e.s.	doz.	25. 0
55	Dressing gowns, including bathrobes, beach robes, housecoats and dusters, not knit	doz.	51. 0
56	Undershirts, knit, men's and boys'	doz.	9. 2
57	Briefs and undershorts, men's and boys'	doz.	11. 25
58	Drawers, shorts and briefs, knit, n.e.s.	doz.	5. 0
59	All other underwear, not knit	doz.	16. 0
60	Pajamas and other nightwear	doz.	51. 96
61	Brassieres and other body-supporting garments	doz.	4. 75
62	Wearing apparel, knit, n.e.s.	lb.	4. 6
63	Wearing apparel, not knit, n.e.s.	lb.	4. 6 <sup>2</sup>
64	All other cotton textiles	lb.	4. 6

<sup>1</sup> Each component of apparel items imported in sets shall be recorded separately under its appropriate category.

<sup>2</sup> For purposes of converting dozens into pounds under the United States cotton textile classification system, the factor to be used is 1.74.

[Footnotes in original.]

*The Greek Ambassador to the Secretary of State*ROYAL GREEK EMBASSY  
WASHINGTON, D.C.

WASHINGTON, July 17, 1964.

## EXCELLENCY:

I have the honor to acknowledge receipt of your note of 17 July, 1964, concerning trade in cotton textiles between Greece and the United States which reads as follows:

## "Excellency:

I have the honor to refer to recent discussions between representatives of the Government of the United States of America and the Government of Greece concerning trade in cotton textiles between Greece and the United States.

As a result of these discussions I have the honor to propose the following agreement relating to trade in cotton textiles between Greece and the United States:

1. The Government of Greece shall limit annual exports to the United States in all categories of cotton textiles for the twelve-month period beginning September 1, 1964, in accordance with the following:

- (a) Yarn (categories 1-4) 1 million pounds.
- (b) Fabrics and made-up goods (categories 5-38, 64) 1 million square yards equivalent.
- (c) Apparel (categories 39-63) 200,000 square yards equivalent.

2. Within the ceiling for yarn the following sub-ceilings shall apply:

Category 1	475,000 pounds
Category 2	150,000 pounds
Category 3	315,000 pounds
Category 4	75,000 pounds

3. Within the ceiling for fabrics and made-up goods, exports in any one category shall not exceed 200,000 square yards equivalent in any agreement year except by mutual agreement of the two governments.

4. The limitation on exports established by paragraphs 1, 2, and 3 of this agreement shall be raised by 5 percent for the twelve-month period beginning September 1, 1965 and on a cumulative basis by 5 percent for the subsequent twelve-month period.

5. The Government of Greece shall space exports in the yarn categories 1, 2, 3 and 4 as evenly as practicable within an agreement year except that exports in this group of categories may be permitted to reach 75 percent of the annual level during the first six months of the first agreement year.

6. Each Government agrees to supply promptly any available statistical data requested by the other Government. In the implementation of this agreement, the system of categories and the factors

for conversion into square yards equivalent set forth in the Annex hereto shall apply.

7. For the duration of this agreement, the Government of the United States shall not invoke the procedures of Articles 6(c) and 3 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 to request restraint on the export of cotton textiles from Greece to the United States.

8. The Governments agree to consult on any questions arising in the implementation of this agreement.

9. The agreement shall continue in force through August 31, 1967. As used herein, the term "agreement year" means a twelve-month period from September 1 through August 31. Either Government may propose revisions in the terms of the agreement, or may terminate the agreement at any time, giving notice at least 30 days prior to that proposed revision or termination.

For the Secretary of State:"

I have further the honor to confirm the foregoing agreement on behalf of the Government of Greece.

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

A. MATSAS.

His Excellency

THE SECRETARY OF STATE,  
*The Department of State,*  
*Washington, D.C.*

# TURKEY

## Trade in Cotton Textiles

*Agreement effected by exchange of notes  
Signed at Washington July 17, 1964;  
Entered into force July 17, 1964;  
Effective July 1, 1964.  
With related notes.*

---

*The Secretary of State to the Chief of the Turkish Delegation for Textile Negotiations*

DEPARTMENT OF STATE  
WASHINGTON  
*Jul 17 1964*

SIR:

I refer to recent discussions in Washington between representatives of the Government of the Republic of Turkey and the Government of the United States of America concerning exports of cotton textiles from the Republic of Turkey to the United States.

As a result of these discussions, I propose the following agreement relating to trade in cotton textiles between the Republic of Turkey and the United States:

1. The Government of the Republic of Turkey shall limit the amounts of its exports of cotton textiles to the United States for the twelve-month period beginning July 1, 1964, as follows:

- |  |   |
|--|---|
| a. Category 9<br>(carded sheeting)                                 | 1,000,000 square yards  |
| b. All other nonapparel categories (Categories 1-8, 10-38, and 64) | 1,450,000 square yards<br>equivalent, not exceeding<br>350,000 square yards<br>equivalent in any one category |
| c. Apparel categories<br>(Categories 39-63)                        | The equivalent of<br>300,000 square yards   |

2. The limitations on exports established in paragraph 1 shall be increased by five per cent for the twelve-month period beginning July 1, 1965. For each subsequent twelve-month period these

limitations shall be increased by a further five per cent over the levels of the immediately preceding twelve-month period.

3. The Government of the Republic of Turkey shall use its best efforts to space evenly its annual exports in Category 9.

4. During the term of this agreement, the United States Government shall not invoke the procedures of Articles 6(c) and 3 of the Long-Term Arrangements Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 [1] to limit importation of cotton textiles from the Republic of Turkey into the United States.

5. Each Government agrees to supply promptly any available data requested by the other Government. In particular, the Governments agree to exchange monthly data on exports and imports of cotton textiles from the Republic of Turkey to the United States. In the implementation of this agreement, the system of categories and the factors for conversion into square yard equivalents set forth in the annex to this agreement shall apply.

6. The two Governments undertake to consult on any question arising in the implementation of this agreement. In particular, the Government of the United States agrees to undertake, at the request of the Government of the Republic of Turkey, a joint re-examination of the ceilings set forth in paragraph 1 of this agreement in the light of developments in the Turkish cotton textile industry, the performance record of the Republic of Turkey in meeting ceilings established by this agreement, and the condition of the United States cotton textile market.

7. This agreement shall continue in force through June 30, 1967; provided that either Government may propose revision in the terms of the agreement no later than 90 days prior to the beginning of a new twelve-month period; and provided further that either Government may terminate the agreement effective at the beginning of a twelve-month period by written notice to the other Government to be given at least 90 days prior to the beginning of such new twelve-month period.

If these proposals are acceptable to the Government of the Republic of Turkey, this note and your note of acceptance on behalf of the Government of the Republic of Turkey shall constitute an agreement between our governments, effective July 1, 1964.

Accept, Sir, the assurance of my high consideration.

For the Secretary of State:

G. GRIFFITH JOHNSON

Mr. IBRAHIM UNAL,  
*Chief of the Turkish Delegation  
for Textile Negotiations,  
Embassy of the Republic of Turkey.*

<sup>1</sup> TIAS 5240; 13 UST 2672.

ANNEX

**LIST OF COTTON TEXTILE CATEGORIES  
AND CONVERSION FACTORS  
FOR FABRICS AND MADE UP GOODS**

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
<u><b>Yarn</b></u>			
1	Yarn, carded, singles	lb.	4.6
2	Yarn, carded, plied	lb.	4.6
3	Yarn, combed, singles	lb.	4.6
4	Yarn, combed, plied	lb.	4.6
<u><b>Fabrics</b></u>			
5	Ginghams, carded yarn	sq yds	1.0
6	Ginghams, combed yarn	sq yds	1.0
7	Velveteens	sq yds	1.0
8	Corduroy	sq yds	1.0
9	Sheeting, carded yarn	sq yds	1.0
10	Sheeting, combed yarn	sq yds	1.0
11	Lawns, carded yarn	sq yds	1.0
12	Lawns, combed yarn	sq yds	1.0
13	Voiles, carded yarn	sq yds	1.0
14	Voiles, combed yarn	sq yds	1.0
15	Poplin and broadcloth, carded yarn	sq yds	1.0
16	Poplin and broadcloth, combed yarn	sq yds	1.0
17	Typewriter ribbon cloth	sq yds	1.0
18	Print cloth, shirting type, 80 x 80 type, carded yarn	sq yds	1.0
19	Print cloth, shirting type, other than 80 x 80 type, carded yarn	sq yds	1.0
20	Shirting, carded yarn	sq yds	1.0
21	Shirting, combed yarn	sq yds	1.0
22	Twill and sateen, carded yarn	sq yds	1.0
23	Twill and sateen, combed yarn	sq yds	1.0
24	Yarn-dyed fabrics, n.e.s., carded yarn	sq yds	1.0
25	Yarn-dyed fabrics, n.e.s., combed yarn	sq yds	1.0
26	Fabrics, n.e.s., carded yarn	sq yds	1.0
27	Fabrics, n.e.s., combed yarn	sq yds	1.0
<u><b>Made Up Goods</b></u>			
28	Pillowcases, plain carded yarn	numbers	1.084
29	Pillowcases, plain combed yarn	numbers	1.084
30	Dish towels	numbers	.348
31	Towels, other than dish towels	numbers	.348
32	Handkerchiefs	dozen	1.66
33	Table damasks and manufactures	pounds	3.17
34	Sheets, carded yarn	numbers	6.2
35	Sheets, combed yarn	numbers	6.2
36	Bedspreads, including quilts	numbers	6.9
37	Braided and woven elastics	pounds	4.6
38	Fishing nets	pounds	4.6

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
<u>Apparel<sup>1</sup></u>			
39	Gloves and mittens	doz. prs.	3. 527
40	Hose and half hose	doz. prs.	4. 6
41	T-shirts, all white, knit, men's and boys'	coz.	7. 234
42	T-shirts, other, knit	doz.	7. 234
43	Shirts, knit, other than T-shirts and sweatshirts	doz.	7. 234
44	Sweaters and cardigans	doz.	36. 8
45	Shirts, dress, not knit, men's and boys'	doz.	22. 186
46	Shirts, sport, not knit, men's and boys'	doz.	24. 457
47	Shirts, work, not knit, men's and boys'	doz.	22. 186
48	Raincoats, $\frac{3}{4}$ length or longer, not knit	doz.	50. 0
49	Other coats, not knit	doz.	32. 5
50	Trousers, slacks and shorts (outer), not knit, men's and boys'	doz.	17. 797
51	Trousers, slacks and shorts (outer), not knit, women's, girls' and infants'	doz.	17. 797
52	Blouses, not knit	doz.	14. 53
53	Dresses (including uniforms), not knit	doz.	45. 3
54	Playsuits, washsuits, sunsuits, creepers, rompers, etc., not knit, n.e.s.	doz.	25. 0
55	Dressing gowns, including bathrobes, beach robes, housecoats and dusters, not knit	doz.	51. 0
56	Undershirts, knit, men's and boys'	coz.	9. 2
57	Briefs and undershorts, men's and boys'	doz.	11. 25
58	Drawers, shorts and briefs, knit, n.e.s.	doz.	5. 0
59	All other underwear, not knit	doz.	16. 0
60	Pajamas and other nightwear	doz.	51. 96
61	Brassieres and other body-supporting garments	doz.	4. 75
62	Wearing apparel, knit, n.e.s.	lb.	4. 6
63	Wearing apparel, not knit, n.e.s.	lb.	4. 6 <sup>2</sup>
64	All other cotton textiles	lb.	4. 6

<sup>1</sup> Each component of apparel items imported in sets shall be recorded separately under its appropriate category.

<sup>2</sup> For purposes of converting dozens into pounds under the United States cotton textile classification system, the factor to be used is 1.74.

[Footnotes in original.]

*The Chief of the Turkish Delegation for Textile Negotiations to the  
Secretary of State*

TURKISH EMBASSY  
WASHINGTON, D.C.

JULY 17, 1964

EXCELLENCY:

I have the honor of acknowledging receipt of your note of today's date concerning trade in cotton textiles between Turkey and the United States which reads as follows:

"Sir:

I refer to recent discussions in Washington between representatives of the Government of the United States of America and the Government of the Republic of Turkey concerning exports of cotton textiles from the Republic of Turkey to the United States.

As a result of these discussions, I propose the following agreement relating to trade in cotton textiles between the Republic of Turkey and the United States:

1. The Government of the Republic of Turkey shall limit the amounts of its exports of cotton textiles to the United States for the twelve month period beginning July 1, 1964, as follows:

- a. Category 9 (carded sheeting) 1,000,000 square yards
- b. All other nonapparel categories (Categories 1-8, 10-38 and 64) 1,450,000 square yards equivalent, not exceeding 350,000 square yards equivalent in any one category
- c. Apparel categories (Categories 39-63) The equivalent of 300,000 square yards

2. The limitations on exports established in paragraph 1 shall be increased by five per cent for the twelve month period beginning July 1, 1965. For each subsequent twelve month period these limitations shall be increased by a further five percent over the levels of the immediately preceding twelve month period.

3. The Government of the Republic of Turkey shall use its best efforts to space evenly its annual exports in Category 9.

4. During the term of this agreement, the United States Government shall not invoke the procedures of Articles 6(c) and 3 of the Long-Term Arrangements Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 to limit importation of cotton textiles from the Republic of Turkey into the United States.

5. Each Government agrees to supply promptly any available data requested by the other Government. In particular, the Governments agree to exchange monthly data on exports and imports of cotton textiles from the Republic of Turkey to the United States. In the implementation of this agreement, the system of categories and the

factors for conversion into square yard equivalents set forth in the annex to this agreement shall apply.

6. The two Governments undertake to consult on any question arising in the implementation of this agreement. In particular, the Government of the United States agrees to undertake, at the request of the Government of the Republic of Turkey, a joint re-examination of the ceilings set forth in paragraph 1 of this agreement in the light of developments in the Turkish cotton textile industry, the performance record of the Republic of Turkey in meeting ceilings established by this agreement, and the condition of the United States cotton textile market.

7. This agreement shall continue in force through June 30, 1967; provided that either Government may propose revision in the terms of the agreement no later than 90 days prior to the beginning of a new twelve-month period; and provided further that either Government may terminate the agreement effective at the beginning of a twelve-month period by written notice to the other Government to be given at least "90 days prior to the beginning of such new twelve-month period.

If these proposals are acceptable to the Government of the Republic of Turkey, this note and your note of acceptance on behalf of the Government of the Republic of Turkey shall constitute an agreement between our governments, effective July 1, 1964.

Accept, Sir, the assurance of my high consideration."

I have further the honor to confirm the foregoing arrangement on behalf of the Government of the Republic of Turkey.

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

[SEAL]

IBRAHIM UNAL

Ibrahim Unal

*Chief of the Turkish Delegation  
for Textile Negotiations*

His Excellency

DEAN RUSK

*Secretary of State*

*of the United States of America*

*The Secretary of State to the Chief of the Turkish Delegation for Textile Negotiations*

DEPARTMENT OF STATE

WASHINGTON

*Jul 17 1964*

SIR:

I refer to the agreement concluded today between our Governments on trade in cotton textiles, hereafter called the agreement, and to confirm the following arrangement.

In addition to the cotton textiles that may be imported into the United States from the Republic of Turkey under the agreement, the Government of the United States shall authorize the one-time entry for consumption of up to 1,100,000 square yards of Category 9 goods which were ready for shipment from Turkey on August 22, 1963 when United States imports of this category were placed under control. These goods should not be counted against the limitations set forth in paragraphs 1 and 2 of the agreement. The Government of the Republic of Turkey shall provide the Government of the United States with documentation to identify these goods.

I shall appreciate your confirmation of the above arrangement.

Accept, Sir, the assurance of my high consideration.

For the Secretary of State:

G. GRIFFITH JOHNSON

Mr. IBRAHIM UNAL,  
*Chief of the Turkish Delegation  
for Textile Negotiations,  
Embassy of the Republic of Turkey.*

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*The Chief of the Turkish Delegation for Textile Negotiations to the  
Secretary of State*

TURKISH EMBASSY  
WASHINGTON, D.C.

JULY 17, 1964

EXCELLENCY:

I have the honor of acknowledging receipt of your note of today's date referring to the agreement on trade in cotton textiles between Turkey and the United States which reads as follows:

"Sir:

I refer to the agreement concluded today between our Governments on trade in cotton textiles, hereafter called the agreement, and to confirm the following arrangement.

In addition to the cotton textiles that may be imported into the United States from the Republic of Turkey under the agreement, the

Government of the United States shall authorize the one-time entry for consumption of up to 1,100,000 square yards of category 9 goods which were ready for shipment from Turkey on August 22, 1963 when United States imports of this category were placed under control. These goods should not be counted against the limitations set forth in paragraphs 1 and 2 of the agreement. The Government of the Republic of Turkey shall provide the Government of the United States with documentation to identify these goods.

I shall appreciate your confirmation of the above arrangement.

Accept, Sir, the assurance of my high consideration."

I have further the honor to confirm the foregoing arrangement on behalf of the Government of the Republic of Turkey.

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

[SEAL]

IBRAHIM UNAL

Ibrahim Unal

*Chief of the Turkish Delegation  
for Textile Negotiations*

His Excellency

DEAN RUSK

*Secretary of State*

*of the United States of America*

# TUNISIA

## Agricultural Commodities

*Agreement amending the agreement of April 7, 1964.*

*Effectuated by exchange of notes*

*Signed at Tunis July 7, 1964;*

*Entered into force July 7, 1964.*

---

*The American Ambassador to the Tunisian Secretary of State for Plan and Finance*

No. 14

TUNIS, July 7, 1964.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two governments signed April 7, 1964 [<sup>1</sup>] and propose that paragraph 1 of article I be amended by adding edible vegetable oil in the amount of \$1,600,000 by increasing estimated ocean transportation to \$169,000 and increasing the total value to \$2,969,000.

The Government of the United States of America proposes further that the amount of \$25,400 in paragraph 3 of the note of April 7, 1964 be increased to \$59,380 and the amount of \$25,000 in that same paragraph be increased to \$75,000.

The Government of the United States of America proposes that this note and your reply concurring therein constitute an agreement between the two governments to enter in force on the date of your reply.

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

FRANCIS H. RUSSELL

His Excellency

AHMED BEN SALAH,  
*Secretary of State for  
the Plan and Finances,  
Tunis.*

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<sup>1</sup> TIAS 5556; *ante*, p. 300.

*The Tunisian Secretary of State for Plan and Finance to the American Ambassador*

TUNIS, le 7 Juillet 1964

EXCELLENCE,

J'ai l'honneur de me référer à votre lettre en date de ce jour dont les termes sont les suivants:

"J'ai l'honneur de me référer à l'accord sur les produits agricoles entre nos deux gouvernements signé le 7 Avril 1964, et propose que le Paragraphe premier de l'article premier de l'accord soit amendé en vue d'ajouter un montant d'huile végétale comestible de 1.600.000 dollars, de porter les frais de transport maritime estimés à 162.000 [<sup>1</sup>] dollars, et de porter le montant total envisagé dans l'accord à 2.969.000 dollars.

Le Gouvernement des Etats-Unis d'Amérique propose en outre que le chiffre de 25.400 dollars figurant au Paragraphe 3<sup>e</sup> de la note du 7 Avril 1964 soit porté à 59.380 dollars, et le chiffre de 25.000 dollars figurant dans ce même paragraphe à 75.000 Dollars.

Le Gouvernement des Etats-Unis d'Amérique propose que cette note et votre réponse marquant votre acceptation constituent un accord entre les deux gouvernements, qui entrera en vigueur à la date de réponse."

J'ai l'honneur de vous confirmer l'accord du gouvernement Tunisien sur ce qui précéde.

Veuillez agréer, Excellence, l'assurance de ma haute considération.—

*Signé: Béchir ENNAGI*

Son Excellence FRANÇIS H. RUSSEL  
*Ambassadeur des Etats-Unis d'Amérique*  
 — Tunis —

<sup>1</sup> Should read "169.00

*Translation*

TUNIS, July 7, 1964

Excellency:

I have the honor to refer to your note of this date, the terms of which are as follows:

[For the English language text see *ante*, p. 1453.]

I have the honor to confirm to you the agreement of the Tunisian Government to the foregoing.

Accept, Excellency, the assurance of my high consideration.

[Signature]

Signed: Béchir Ennagi

His Excellency

FRANCIS H. RUSSELL

"Ambassador of the  
United States of America,  
Tunis.

# INTERNATIONAL ATOMIC ENERGY AGENCY

## Atomic Energy: Application of Agency Safeguards to Certain United States Reactor Facilities

*Agreement signed at Vienna June 15, 1964;  
Entered into force August 1, 1964.*

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### AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFEGUARDS TO UNITED STATES REACTOR FACILITIES

WHEREAS the Government of the United States of America (hereinafter called the "United States"), desiring to lend its support to the expanded safeguards programme of the International Atomic Energy Agency (hereinafter called the "Agency") has invited the Agency to apply its safeguards to the Yankee Nuclear Power Station and to the Brookhaven Graphite, the Brookhaven Medical, and the Piqua Reactor Facilities, all of which have been established in the United States of America without any assistance from the Agency;

WHEREAS the Board of Governors of the Agency (hereinafter called the "Board") has accepted such invitation on 11 June 1964.

Now, THEREFORE, the Agency and the United States agree as follows:

#### ARTICLE I

##### Use of Reactors for Peaceful Purposes

Section 1. The United States hereby undertakes that, during the term of this Agreement, the following reactor facilities (hereinafter called the "reactor facilities") will not be used in such a way as to further any military purpose:

- (a) The Yankee Nuclear Power Station, located in the town of Rowe, Massachusetts, a nominal 600 thermal megawatt, pressurized light-water moderated and cooled, slightly enriched uranium fuelled reactor, owned and operated by the Yankee Atomic Electric Company;
- (b) The Brookhaven Graphite Research Reactor Facility, located at Brookhaven National Laboratory, Upton, Suffolk County, Long Island, New York, a nominal 20 thermal megawatt, graphite moderated, air cooled, 90 per cent enriched uranium

- fuelled reactor, owned by the United States Atomic Energy Commission (hereinafter called the "Commission") and operated by Associated Universities, Inc.;
- (c) The Brookhaven Medical Research Reactor Facility, located at Brookhaven National Laboratory, Upton, Suffolk County, Long Island, New York, a nominal 3 thermal megawatt, light-water moderated and cooled, 90 per cent enriched uranium fuelled reactor, owned by the Commission and operated by Associated Universities, Inc.;
- (d) The Piqua Organic Moderated Reactor Facility, located at Piqua, Miami County, Ohio, a nominal 45.5 thermal megawatt, organic cooled and moderated power reactor using slightly enriched uranium fuel, owned by the Commission and operated by the city of Piqua.

Section 2. The United States also undertakes that, during the term of this Agreement, the following will not be used in such a way as to further any military purpose:

- (a) Any special fissionable material produced during the term of this Agreement at the reactor facilities (hereinafter called "produced material"), or materials substituted therefor;
- (b) Nuclear material while it is being processed or used in any of the reactor facilities;
- (c) Nuclear material while it is intermixed with material to which Agency safeguards are applied under this Agreement.

Section 3. The Agency hereby agrees to apply safeguards, in accordance with the provision of this Agreement during the period specified in Section 24, to ensure that the reactor facilities and the materials specified in Sections 1 and 2 respectively will not be used in such a way as to further any military purpose.

Section 4. It is understood that there need be no application of safeguards to the materials specified in Section 2, except to the extent that the quantity of that type of PN material in the United States of America is in excess of:

- (a) In the case of natural uranium or depleted uranium with a uranium-235 content of 0.5 per cent or greater – 10 metric tons;
- (b) In the case of depleted uranium with a uranium-235 content of less than 0.5 per cent – 20 metric tons;
- (c) In the case of thorium – 20 metric tons; or
- (d) In the case of special fissionable material: plutonium, uranium-233 or fully enriched uranium or its equivalent in the case of partially enriched uranium – 200 grams.

Section 5. The United States undertakes to facilitate the application of such safeguards and to co-operate with the Agency to that end.

Section 6. It is understood that the facilities and materials subject to Agency safeguards under this Agreement will be considered not to be used in furtherance of any military purpose, regardless of what organization sponsors or conducts such use when:

- (a) Such facilities or materials are used in a recognized area of basic research, or
- (b) The specific application or applications toward which the work is directed are peaceful,

the results of which are to be published in open literature or will, on request, be made available to the Agency for possible publication.

## ARTICLE II

### Application of Agency Safeguards

Section 7. An initial inventory of the facilities and materials to be placed under Agency safeguards in accordance with Section 3 shall be submitted by the United States to the Agency. The Agency shall commence applying safeguards under this Agreement upon its entry into force.

Section 8. The United States shall notify the Agency by means of routine safeguards reports of any material produced, during the period covered by the report, by the reactor facilities, provided that any such produced material shall be subject to safeguards by the Agency from the time it is produced. The Agency may verify the calculations of the amounts of such materials and, pending resolution of any differences between the Agency and the United States, the Agency's calculations will govern.

Section 9. Agency safeguards applied to nuclear material pursuant to this Agreement shall be suspended while such material is transferred to any other State or group of States solely for the purpose of processing, reprocessing, or testing under an agreement between the United States and the other State or group of States approved by the Agency, or is transferred, under an arrangement approved by the Agency, to a facility within the United States of America to which safeguards are not applied, provided that in either case:

- (a) The agreement or the arrangement requires that there be placed under safeguards by the Agency, at a time to be agreed and with due allowance for processing losses, an amount of the same type of nuclear material at least equal to such transferred material and not otherwise subject to safeguards (hereinafter called "substituted material"); or
- (b) The quantities of such transferred material are not at any time in excess of:

- (i) In the case of natural uranium or depleted uranium with a uranium-235 content of 0.5 per cent or greater - 10 metric tons;
- (ii) In the case of depleted uranium with a uranium-235 content of less than 0.5 per cent - 20 metric tons;
- (iii) In the case of thorium - 20 metric tons;
- (iv) In the case of special fissionable material: plutonium, uranium-233 or fully enriched uranium or its equivalent in the case of partially enriched uranium - 1000 grams.

In the case of materials safeguarded pursuant to this Agreement, the Agency undertakes to give any requisite approvals necessary to allow the suspension of safeguards within the United States of America.

Section 10. The United States shall notify the Agency of any transfer of produced or substituted material to a recipient which is not under the jurisdiction of the United States. Such materials shall upon such transfer cease to be subject to Agency safeguards under this Agreement, provided that:

- (a) Safeguards by the Agency continue to apply to such materials or to substituted materials; or
- (b) Other safeguards generally consistent with Agency safeguards, and acceptable to the United States and the Agency, will apply to such materials.

Section 11. Safeguards suspended pursuant to Section 9 shall remain suspended for as long as the substituted material remains subject to Agency safeguards or as long as the quantities of the materials for which no substitution was made do not exceed the limits specified in Section 9(b). When and if the produced material is returned to Agency safeguards under this Agreement, Agency safeguards will cease to apply to the substituted material.

Section 12. The safeguards to be applied by the Agency are those specified in Part V of the Principal Safeguards Document and in Part C of the Additional Safeguards Document.

Section 13. If the Board determines, in accordance with Article XII. C of the Statute, [1] that there has been any non-compliance with this Agreement, the Board shall call upon the United States to remedy forthwith such non-compliance and shall make such reports as shall be appropriate. In the event of failure by the United States to take fully corrective action within a reasonable time:

- (a) The Board may suspend the Agency's responsibility under Section 3 to apply safeguards for such time as the Board determines the Agency cannot effectively apply the safeguards provided for in this Agreement; and

<sup>1</sup> TIAS 3873; 8 UST 1107.

- (b) The Board may take such measures prescribed in Article XII.C of the Statute as may be appropriate.

### ARTICLE III

#### Agency Inspectors

Section 14. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document and by paragraph 41 of the Principal Safeguards Document. Paragraph 4 of the Inspectors Document does not apply to any facility to which the Agency's inspectors shall have access at all times. The Agency may designate one or more inspectors to be stationed in the United States of America for the purpose of continuous inspection of such facilities or for the purpose of performing an indefinite number of discrete inspections, including the right to inspect such facilities without advance notice. Whenever the United States avails itself of the provisions of Section 9(a) or 10 concerning substituted material, it is understood that, with respect to the right of access of Agency inspectors within the United States of America, the requirements of paragraph 9 of the Inspectors Document shall be satisfied by affording Agency inspectors access to the substituted materials. It is also understood that with respect to verifying the peaceful character of any research work performed at a facility subject to this Agreement, the requirements of paragraph 9 of the Inspectors Document with respect to access by inspectors shall be satisfied by according the inspectors access to that facility and personnel carrying out such research or work and to the documentation on hand at that facility.

Section 15. The provisions of the International Organizations Immunities Act [1] of the United States shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them in the performance of their functions.

### ARTICLE IV

#### Use of Information by the Agency

Section 16. The Agency shall not publish nor communicate to any State, organization or person not on its staff any information obtained by it under this Agreement, other than summarized information about the facilities and materials being safeguarded under this Agreement, except with the consent of the United States. Specific details concerning the safeguards activities of the Agency under this Agreement may be disseminated to the Board and to appropriate Agency staff members as necessary for the Agency to fulfil its safeguards responsibilities under this Agreement.

<sup>1</sup> 59 Stat. 669; 22 U.S.C. § 288 note.

## ARTICLE V

### Finance

Section 17. In connection with the implementation of this Agreement all expenses incurred by or at the written request or direction of the Agency, its inspectors or other officials shall be borne by the Agency. Any expenses for equipment, accommodation, or transport furnished pursuant to paragraph 6 of the Inspectors Document shall be borne by the Agency.

## ARTICLE VI

### Settlement of Disputes

Section 18. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or such other means as may be agreed by the parties, shall on the request of either party be submitted to an arbitral tribunal composed of three arbitrators. Each party shall be entitled to designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty days of the request for arbitration either party has not designated an arbitrator, the other party may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. Upon application by either party, and if necessary to ensure that this Agreement continues to function effectively, the arbitral tribunal shall be empowered to make interim decisions and to issue interim orders pending a final decision on any dispute, except with respect to matters covered by Section 19. The final decision and interim orders and decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the parties, shall be binding on both parties and shall be implemented by them. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice under Article 32, paragraph 4, of the Statute of the Court.<sup>[1]</sup>

Section 19. Decisions of the Board concerning the inability of the Agency to apply safeguards or concerning any non-compliance with this Agreement, taken pursuant to Section 13, shall, if they so provide, immediately be given effect by the parties, pending the conclusion of any consultation, negotiation or arbitration that may be or may have been invoked with regard to the dispute.

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<sup>[1]</sup> 59 Stat. 1059.

## ARTICLE VII

### Agency Safeguards System and Definitions

Section 20. The terms "application of safeguards", "Board", "depleted uranium", "Director General", "nuclear material", "PN material", "reactor", "reactor facility", "special fissionable material" and "Statute" have the same meaning in this Agreement as they do in the Principal Safeguards Document. The term "substituted material" refers to material described in Section 9(a). "Equivalent" amounts of special fissionable materials for purposes of Sections 4(d) and 9(b)(iv) shall be as defined by the equation in the Appendix to the Principal Safeguards Document; the equivalent amounts of plutonium and U<sup>233</sup> are the same as for fully enriched uranium.

Section 21. The term "Agency safeguards" refers to the procedures for safeguarding reactors and related nuclear materials as set forth in the Principal Safeguards Document (INFCIRC/26, approved by the Board on 31 January 1961) and the Additional Safeguards Document (INFCIRC/26/Add. 1, approved by the Board on 26 February 1964), and with respect to Agency inspectors, the Inspectors Document (GC(V)/INF/39, Annex, placed in effect by the Board on 29 June 1961). In the event the Agency modifies those documents, the parties may agree to apply any or all such modifications for purposes of this Agreement.

## ARTICLE VIII

### Amendment, Entry into Force and Duration

Section 22. Upon the request of either party there shall be consultation between them concerning the amendment of this Agreement.

Section 23. This Agreement shall enter into force, after signature by or for the Director General and by an authorized representative of the United States, on the date on which the Agency accepts the initial inventory provided for in Section 7.<sup>[1]</sup>

Section 24. This Agreement shall remain in force for a period of five years unless sooner terminated by either party on six months' notice to the other party or at such time as may otherwise be agreed.

Section 25. The duration of this Agreement may be extended by mutual agreement of the parties.

DONE in Vienna, this 15<sup>th</sup> day of June 1964, in duplicate in the English language.

For the INTERNATIONAL ATOMIC  
ENERGY AGENCY:

SIGVARD EKLUND

For the GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

HENRY D. SMYTH

[SEAL]

<sup>1</sup> Aug. 1, 1964.

# VIET-NAM

## Atomic Energy: Cooperation for Civil Uses

*Agreement amending the agreement of April 22, 1959.*

*Signed at Washington June 9, 1964;*

*Entered into force August 10, 1964.*

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### AMENDMENT TO AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM CONCERNING CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of the Republic of Viet-Nam,

Desiring to amend the Agreement for Cooperation 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 at Washington on April 22, 1959 [1] (hereinafter referred to as the "Agreement for Cooperation");

Agree as follows:

#### ARTICLE I

Article IV of the Agreement for Cooperation is amended as follows:

- a. Substitute the word "transfer" for the word "lease" wherever said word appears in paragraph 1.
- b. The following new sentence is added at the end of paragraph 2:

"It is understood and agreed that although the Government of the Republic of Viet-Nam may distribute uranium enriched in the isotope U-235 to authorized users in Viet-Nam, the Government of Viet-Nam will retain title to any uranium enriched in the isotope U-235 which is purchased from the Commission at least until such time as private users in the United States of America are permitted to acquire title in the United States of America to uranium enriched in the isotope U-235."

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<sup>1</sup> TIAS 4251; 10 UST 1150.

c. Paragraph 3 is hereby amended to read as follows:

"3. It is agreed that when any source or special nuclear material received from the United States of America requires reprocessing, such reprocessing shall be performed at the discretion of the Commission in either Commission facilities or facilities acceptable to the Commission, on terms and conditions to be later agreed; and it is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel shall not be altered after its removal from the reactor and prior to delivery to the Commission or the facilities acceptable to the Commission for reprocessing."

d. Delete the word "lease" as said word appears in paragraph 4 and substitute in lieu thereof the word "transfer".

e. The following new paragraphs 5 and 6 are added to Article IV:

"5. Special nuclear material produced in any part of fuel leased hereunder as a result of irradiation processes shall be for the account of the Government of Viet-Nam and after reprocessing as provided in paragraph 3 of this Article, shall be returned to the Government of Viet-Nam, at which time title to such material shall be transferred to that Government, unless the Government of the United States of America shall exercise the option, which is hereby granted, to retain, with appropriate credit to the Government of Viet-Nam, any such special nuclear material which is in excess of the needs of Viet-Nam for such material in its program for the peaceful uses of atomic energy.

"6. With respect to any special nuclear material not subject to the option referred to in paragraph 5 of this Article and produced in reactors fueled with materials obtained from the United States of America which is in excess of the needs of Viet-Nam for such material in its program for the peaceful uses of atomic energy, the Government of the United States of America shall have and is hereby granted (a) a first option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an agreement for cooperation with the Government of the United States of America, and (b) the right to approve the transfer of such material to any other nation or group of nations in the event the option to purchase is not exercised."

## ARTICLE II

Article VIII, paragraph 3, of the Agreement for Cooperation is amended by deleting the word "leased" and substituting in lieu thereof the word "transferred".

### ARTICLE III

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

“A. The Government of the United States of America and the Government of the Republic of Viet-Nam, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that the Agency will be promptly requested to assume responsibility for applying safeguards to materials and facilities subject to safeguards under this Agreement for Cooperation. It is contemplated that the necessary arrangements will be effected without modification of this Agreement, through an agreement to be negotiated between the Parties and the Agency which may include provisions for suspension of the safeguard rights accorded the Commission by Article VIII, paragraph 3, of this Agreement during the time and to the extent that the Agency's safeguards apply to such materials and facilities.

“B. In the event the Parties do not reach a mutually satisfactory agreement on the terms of the trilateral arrangement envisaged in paragraph A of this Article, either Party may by notification terminate this Agreement. In the event of termination by either Party, the Government of the Republic of Viet-Nam 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 and 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 the Republic of Viet-Nam for such returned material at the current United States Commission's schedule of prices then in effect domestically.”

### ARTICLE IV

Paragraph 1 of Article XII of the Agreement for Cooperation is amended by deleting the phrase “five years” and substituting in lieu thereof the phrase “fifteen years”.

### 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 the entry into force of such Amendment and shall remain in force for the period of the Agreement for Cooperation as hereby amended.

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

DONE at Washington, in duplicate, this ninth day of June 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

MARSHALL GREEN

GLENN T SEABORG

FOR THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM

RAU  
PHAM KHAC RAU

# CHINA

## Atomic Energy: Cooperation for Civil Uses

*Agreement amending the agreement of July 18, 1955, as amended.*

*Signed at Washington June 8, 1964;*

*Entered into force August 6, 1964.*

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### AMENDMENT TO AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CHINA CON- CERNING 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 July 18, 1955<sup>[1]</sup> (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreements signed at Washington on December 8, 1958, June 11, 1960, and May 31, 1962;<sup>[2]</sup>

Agree as follows:

#### ARTICLE I

Article II of the Agreement for Cooperation is amended as follows:

1. Substitute the word "transfer" for the word "lease" wherever said word appears in paragraph A.

2. The following new sentence is added at the end of paragraph B:

"It is understood and agreed that although the Government of the Republic of China may distribute uranium enriched in the isotope U-235 to authorized users in the Republic of China, the Government of the Republic of China will retain title to any uranium enriched in the isotope U-235 which is purchased from the Commission at least until such time as private users in the United States of America are permitted to acquire title in the United States of America to uranium enriched in the isotope U-235."

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<sup>1</sup> TIAS 3307; 6 UST 2617.

<sup>2</sup> TIAS 4176, 4514, 5105; 10 UST 152; 11 UST 1768; 13 UST 1469.

3. Paragraph C is hereby amended to read as follows:

"C. It is agreed that when any source or special nuclear material received from the United States of America requires reprocessing, such reprocessing shall be performed at the discretion of the Commission in either Commission facilities or facilities acceptable to the Commission, on terms and conditions to be later agreed; and it is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel shall not be altered after its removal from the reactor and prior to delivery to the Commission or the facilities acceptable to the Commission for reprocessing."

4. Delete the word "lease" as said word appears in paragraph D and substitute in lieu thereof the word "transfer".

5. The following new paragraphs E and F are added to Article II:

"E. Special nuclear material produced in any part of fuel leased hereunder as a result of irradiation processes shall be for the account of the Government of the Republic of China and after reprocessing as provided in paragraph C of this Article, shall be returned to the Government of the Republic of China, at which time title to such material shall be transferred to that Government, unless the Government of the United States of America shall exercise the option, which is hereby granted, to retain, with appropriate credit to the Government of the Republic of China, any such special nuclear material which is in excess of the needs of the Republic of China for such material in its program for the peaceful uses of atomic energy.

"F. With respect to any special nuclear material not subject to the option referred to in paragraph E of this Article and produced in reactors fueled with materials obtained from the United States of America which is in excess of the needs of the Republic of China for such material in its program for the peaceful uses of atomic energy, the Government of the United States of America shall have and is hereby granted (a) a first option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an agreement for cooperation with the Government of the United States of America, and (b) the right to approve the transfer of such material to any other nation or group of nations in the event the option to purchase is not exercised."

## ARTICLE II

Article VI, paragraph C, of the Agreement for Cooperation is amended by deleting the word "leased" and substituting in lieu thereof the word "transferred".

### ARTICLE III

Article VII (A) of the Agreement for Cooperation as amended is further amended to read as follows:

“1. The Government of the United States of America and the Government of the Republic of China, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that the Agency will be promptly requested to assume responsibility for applying safeguards to materials and facilities subject to safeguards under this Agreement for Cooperation. It is contemplated that the necessary arrangements will be effected without modification of this Agreement, through an agreement to be negotiated between the Parties and the Agency which may include provisions for suspension of the safeguard rights accorded the Commission by Article VI, paragraph C, of this Agreement during the time and to the extent that the Agency's safeguards apply to such materials and facilities.

“2. In the event the Parties do not reach a mutually satisfactory agreement on the terms of the trilateral arrangement envisaged in paragraph 1 of this Article, either Party may by notification terminate this Agreement. In the event of termination by either Party, the Government of the Republic of China 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 and 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 the Republic of China for such returned material at the current United States Commission's schedule of prices then in effect domestically.”

### ARTICLE IV

Article VIII of the Agreement for Cooperation, as amended, is amended by deleting the date “July 17, 1964” and substituting in lieu thereof the date “July 17, 1974”.

### 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 the entry into force of such Amendment 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 at Washington, in duplicate, this eighth day of June 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Marshall Green <sup>[1]</sup>

Glenn T. Seaborg <sup>[2]</sup>

FOR THE GOVERNMENT OF THE REPUBLIC OF CHINA:

蔣廷黻 <sup>[3]</sup> Tingfu F. Tsiang. <sup>[3]</sup>

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<sup>1</sup> Marshall Green.

<sup>2</sup> Glenn T. Seaborg.

<sup>3</sup> Tingfu F. Tsiang.

# ITALY

## Arbitration: Air Transport Services

*Compromis relating to the agreement of February 6, 1948, as amended.*

*Signed at Rome June 30, 1964;  
Entered into force June 30, 1964.*

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### COMPROMIS OF ARBITRATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ITALIAN REPUBLIC

The Government of the United States of America and the Government of the Italian Republic:

Considering:

1. That there is a dispute between them concerning the interpretation of the Air Transport Agreement between the United States of America and Italy, signed at Rome February 6, 1948, as amended; [1]
2. That they have been unable to settle this dispute through consultation;
3. That the Government of the United States of America and the Government of the Italian Republic have agreed, without prejudice to the position of either country in this arbitration, to a provisional arrangement whereby, pending the conclusion of this arbitration, eight all-cargo scheduled air services per week by jet aircraft may be operated between the United States of America and Italy, of which up to four will be operated by the designated airlines of the United States and up to four by the designated airline of Italy; and
4. That the Government of the United States of America on 24 March, 1964, submitted to the Government of Italy a formal request for arbitration of this dispute, in accordance with Article 12 of the said Air Transport Agreement, and that the Government of Italy has agreed to this request.

Have agreed as follows:

#### ARTICLE I

The Tribunal is requested to decide the following question: Does the Air Transport Agreement between the United States of America

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<sup>1</sup> TIAS 1902, 2081, 4558; 62 Stat. (pt. 3) 3729; 1 UST 455; 11 UST 2031.

and Italy of February 6, 1948, as amended, grant the right to a designated airline of either party to operate scheduled flights carrying cargo only.

#### ARTICLE II

Within sixty (60) days of the delivery of the diplomatic note referred to in paragraph four of the Preamble of this Compromis, each party agrees to submit to the other party the designation of a member of the arbitral tribunal. The two members of the tribunal so designated shall use their best endeavours to agree, within thirty (30) days thereafter, on the designation of a third member of the tribunal, who shall serve as President.

#### ARTICLE III

1. In order to carry out the duties conferred on it by this Compromis, the Tribunal shall meet within 30 days after designation of the third member in accordance with Article II, or by the President of the Council of the International Civil Aviation Organization, as the case may be.

2. The Tribunal shall initially establish its own rules of procedure, subject to the provisions of this Compromis. It may engage such secretarial staff, and obtain such services and equipment as may be necessary.

3. The decisions of the Tribunal on all questions, whether of substance or procedure, shall be made by a majority vote of its members.

#### ARTICLE IV

1. The proceedings shall consist of written pleadings and oral hearings.

2. The written pleadings shall be limited, unless the Tribunal otherwise directs, to the following documents:

- a) Memorials which shall be submitted by the Government of each party to the Tribunal and to the other party within forty-five (45) days after the date of the first meeting of the Tribunal, as provided in Article III (1).
- b) Replies which shall be submitted by the Government of each party to the Tribunal and to the other party within thirty (30) days after the date of submission of the respective memorials.

3. The oral hearings shall be held in Geneva, Switzerland, at a time and place to be fixed by the President of the Tribunal after consultation with the parties, but to commence not earlier than sixty (60) days and not later than ninety (90) days after the date of submission of the respective replies.

4. Each party shall be entitled to submit its pleadings and make its oral presentations in its own language. The Tribunal shall make the necessary arrangements for interpretation at the oral hearings.

#### ARTICLE V

1. The Tribunal shall render its decision as soon as practicable after the conclusion of the oral hearings.

2. The decision of the Tribunal may be adopted by a majority vote of the members. The decision shall contain a statement of reasons, and shall include the dissenting opinion, if any, of any member of the Tribunal.

3. A signed copy of the decision shall be immediately transmitted to the two parties.

#### ARTICLE VI

1. All proceedings in connection with this arbitration shall be private, and the record of the proceedings shall not be made public except by agreement of the parties.

2. The decision of the Tribunal shall be made public, at a date to be agreed upon by the parties.

#### ARTICLE VII

Any dispute between the parties as to the interpretation of the decision shall, at the request of either party, and within four weeks after the rendering of the decision, be referred to the Tribunal for clarification.

#### ARTICLE VIII

1. The expenses of the Tribunal, including the remuneration of the third member designated in accordance with Article II or by the President of the Council of the International Civil Aviation Organization, as the case may be, shall be borne equally by the two parties. To this end the Tribunal shall render a final account stating the total amount of its expenses.

2. Each party shall bear its own expenses, and shall be responsible for the remuneration and other expenses of the member of the Tribunal whom it has nominated.

In witness whereof, the undersigned, being duly authorized by their respective governments, have signed this Compromis and have attached their seals.

Done in duplicate at Rome this 30th day of June 1964 in English and Italian, each of which shall be of equal authenticity.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

FRANCIS E. MELOY Jr.

FOR THE GOVERNMENT OF THE  
ITALIAN REPUBLIC:

MARIO MONDELLO

**COMPROMESSO DI ARBITRATO TRA IL GOVERNO DELLA REPUBBLICA ITALIANA E IL GOVERNO DEGLI STATI UNITI D'AMERICA**

Il Governo della Repubblica italiana e il Governo degli Stati Uniti d'America

**CONSIDERATO**

1. che tra loro esiste una controversia circa l'interpretazione dell'Accordo di trasporto aereo italo-statunitense firmato a Roma il 6 febbraio 1948 e relativi emendamenti;
2. che non sono riusciti ad appianare la controversia mediante consultazioni;
3. che il Governo della Repubblica italiana e il Governo degli Stati Uniti d'America si sono accordati, senza pregiudizio della posizione dei due Paesi in questo arbitrato, per una sistemazione provvisoria in base alla qualè, in attesa della conclusione di questo arbitrato, otto servizi regolari di sole merci con aviogetti per settimana potranno essere operati tra i due Paesi, di cui fino a quattro potranno essere operati dalle imprese aeree designate dagli Stati Uniti e fino a quattro dalla impresa aerea designata dall'Italia e
4. che il Governo degli Stati Uniti d'America ha inviato in data 24 marzo 1964 al Governo italiano una formale richiesta di sottoporre ad arbitrato questa controversia ai sensi dell'art.12 dell'Accordo Aereo già citato, e che il Governo italiano si è dichiarato d'accordo su tale richiesta;

hanno convenuto quanto segue :

**ARTICOLO I**

Il Tribunale Arbitrale è richiesto di decidere la seguente questione : "l'Accordo di trasporto aereo italo-statunitense del 6 febbraio 1948 e relativi emendamenti dà il diritto ad una impresa aerea designata di una delle due Parti di operare voli regolari per il trasporto di sole merci ?".

**ARTICOLO II**

Ciascuna Parte accetta di notificare all'altra Parte entro sessanta giorni dalla data di consegna della nota diplomatica di cui al paragrafo 4 del preambolo al presente Compromesso, la designazione di un membro del Tribunale arbitrale. I due membri del Tribunale arbitrale così designati si adopereranno per designare di comune accordo entro i successivi trenta giorni un terzo membro del Tribunale, che fungerà da Presidente.

### ARTICOLO III

1. Ai fini dell'adempimento del mandato conferitogli col presente Compromesso, il Tribunale si riunirà entro trenta giorni dalla designazione del terzo membro conformemente all'art.II, o da parte del Presidente del Consiglio dell'Organizzazione dell'Aviazione Civile Internazionale, a seconda del caso.
2. Il Tribunale dovrà preliminarmente stabilire la propria procedura salvo quanto previsto da questo Compromesso. Può assumere personale di segretariato e procurarsi i servizi e i materiali d'ufficio che saranno necessari.
3. Le decisioni del Tribunale su tutte le questioni, siano esse di sostanza o di procedura, saranno adottate a maggioranza dei voti dei suoi membri.

### ARTICOLO IV

1. Il procedimento comprenderà atti scritti e udienze verbali.
2. Gli atti scritti, salvo che il Tribunale disponga altrimenti, saranno limitati ai seguenti documenti:
  - a) memorie che il Governo di ciascuna Parte trasmetterà al Tribunale e all'altra Parte entro quarantacinque giorni dalla data della prima riunione del Tribunale, come previsto nell'art.III (1).
  - b) repliche che il Governo di ciascuna Parte dovrà trasmettere al Tribunale e all'altra Parte entro trenta giorni dalla data dell'invio delle rispettive memorie.
3. Le udienze verbali saranno tenute a Ginevra (Svizzera) in data e nel luogo che verranno fissati dal Presidente del Tribunale dopo aver consultato le Parti. Le udienze stesse avranno inizio non prima di sessanta giorni e non più tardi di novanta giorni dopo la data d'invio delle rispettive repliche.
4. Ogni Parte avrà diritto a usare la propria lingua nella stesura degli atti e nelle dichiarazioni orali. Il Tribunale farà il necessario per assicurare il servizio di traduzione nelle udienze verbali.

### ARTICOLO V

1. Il Tribunale dovrà emettere la sua decisione non appena ciò sia possibile dopo la conclusione delle udienze verbali.
2. La decisione del Tribunale potrà essere adottata a maggioranza dei voti dei membri. La decisione dovrà essere motivata, e dovrà includere ogni eventuale opinione dissidente di qualsiasi membro del Tribunale.
3. Una copia firmata della decisione dovrà essere immediatamente trasmessa alle due Parti.

**ARTICOLO VI**

1. Tutti i procedimenti relativi a questo arbitrato dovranno rivestire carattere riservato, e gli atti dei procedimenti non saranno resi pubblici se non per accordo tra le Parti.
2. La decisione del Tribunale sarà resa pubblica in data da convenirsi tra le due Parti.

**ARTICOLO VII**

Ogni controversia tra le Parti circa l'interpretazione della decisione dovrà, a richiesta di ognuna delle Parti, e entro quattro settimane dopo l'emissione della decisione, essere demandata al Tribunale per chiarimenti.

**ARTICOLO VIII**

1. Le spese del Tribunale, ivi compreso l'onorario del terzo membro designato in conformità con l'articolo II o dal Presidente del Consiglio dell'Organizzazione dell'Aviazione Civile Internazionale, a seconda dei casi, saranno sostenute in eguale misura dalle due Parti. A questo fine il Tribunale presenterà un rendiconto finale indicante l'importo totale delle proprie spese.
2. Ogni Parte sosterrà le proprie spese e dovrà provvedere al pagamento dell'onorario e delle altre spese del membro del Tribunale che essa ha nominato.

In fede di che, i sottoscritti, debitamente autorizzati dai loro rispettivi Governi, hanno firmato il presente Compromesso e vi hanno apposto i loro sigilli.

Fatto a Roma il 30 giugno 1964 in duplice originale italiano e inglese, ognuno dei quali farà ugualmente fede.

PER IL GOVERNO DELLA  
REPUBBLICA ITALIANA  
MARIO MONDELLO

PER IL GOVERNO DEGLI  
STATI UNITI D'AMERICA  
FRANCIS E. MELOY Jr.

# GREECE

## Agricultural Commodities

*Agreement amending the agreement of October 30, 1963.*

*Effectuated by exchange of notes*

*Signed at Athens July 14 and 16, 1964;*

*Entered into force July 16, 1964.*

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*The American Ambassador to the Greek Minister of Coordination*

ATHENS, July 14, 1964

**EXCELLENCY**

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of October 30, 1963,[<sup>1</sup>] and to propose that the agreement be amended as follows.

1. In Paragraph 1 of Article I, as requested by the Government of Greece, add the commodity "Cottonseed and/or soybean oil" in the value "\$4.0" million, increase the amount of ocean transportation to "\$2.2" million, and increase the total value of the agreement to "\$20.2" million.
2. In the Greek note of October 30, 1963,
  - A. substitute "\$404,000 or two percent, whichever is greater," for "two percent" in numbered paragraph 3,
  - B. substitute "\$380,000" for "\$300,000" in numbered paragraph 5, and
  - C. add the following new numbered paragraphs
    - "7 The Government of Greece will procure and import with its own resources from free world sources during calendar year 1964 not less than 12,500 metric tons of edible oils, including not less than 7,500 metric tons from the United States of America.
    - "8. The Government of Greece will export no more than 5,200 metric tons of oilseeds (oil equivalent) and edible oils during Calendar Year 1964, of which not more than 350 metric tons will be to countries unfriendly to the United States of America."

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<sup>1</sup> TIAS 5462, 14 UST 1584, see also TIAS 5694, post, p. 2130.

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter which shall enter into force on the date of your reply

Accept, Excellency, the renewed assurances of my very high consideration.

HENRY R. LABOUISSSE

His Excellency,

ANDREAS PAPANDREOU,

*Minister of Coordination, Alternate*

*Ministry of Coordination,*

*Athens.*

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*The Greek Minister of Coordination to the American Ambassador*

MINISTRY OF COORDINATION  
THE MINISTER

Ref. No. 1/163/E

ATHENS. July 16, 1964

DEAR MR. AMBASSADOR.

I have the honor to refer to your note of July 14, 1964, proposing certain amendments to the Agricultural Commodities Agreement between our two Governments of October 30, 1963.

On behalf of the Government of Greece I accept these amendments and concur that this exchange of notes constitutes an agreement between our two Governments.

Sincerely yours,

ANDREAS G. PAPANDREOU

Andreas G. Papandreu

Mr. HENRY LABOUISSSE

*Ambassador of the United States of America*

*Embassy of the United States of America*

*In town*

# SPAIN

## Maritime Matters: Use of Spanish Ports and Territorial Waters by the N.S. *Savannah*

*Agreement effected by exchange of notes  
Signed at Madrid July 16, 1964;  
Entered into force July 16, 1964.*

*The American Ambassador to the Spanish Minister of Foreign Affairs*

No. 81

MADRID, July 16, 1964.

EXCELLENCY:

I have the honor to attach as an Annex to this Note the text which has resulted from communications and discussions between representatives of our two Governments regarding the use of Spanish ports and territorial waters by the N.S. SAVANNAH.

I have the honor to propose that if the provisions of the attached Annex are acceptable to your Government, this Note and its attached Annex and Your Excellency's reply concurring therein shall constitute an agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply.

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

ROBERT F. WOODWARD

Enclosure:

Text of Agreement.

His Excellency

FERNANDO MARÍA CASTIELLA Y MAIZ,  
Minister of Foreign Affairs,  
Madrid.

**AGREEMENT BETWEEN THE GOVERNMENT OF SPAIN AND  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
ON THE USE OF SPANISH PORTS AND TERRITORIAL  
WATERS BY THE N.S. SAVANNAH**

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The Government of Spain and the Government of the United States of America (referred to herein as the United States), having a mutual interest in the peaceful uses of atomic energy, including its application to the merchant marine, have agreed as follows:

**Article I – Entry of the N.S. SAVANNAH into ports of Spain and territorial waters of Spain**

(a) Entry of the N.S. SAVANNAH (referred to herein as the ship) into Spanish ports and territorial waters and the use thereof in connection with any visit of the vessel to a Spanish port, shall be subject to the prior approval of the Government of Spain.

(b) The visits of the ship to Spanish ports and territorial waters shall be guided by the principles and procedures set forth in Chapter VIII of the Safety of Life at Sea Convention as proposed by the 1960 London Conference<sup>[1]</sup> and in the recommendations applicable to nuclear ships contained in Annex C<sup>[1]</sup> to the final act of that Conference.

**Article II – Safety Assessment**

(a) To enable the Spanish Government to consider the grant of approval for entry and use of Spanish ports and territorial waters by the ship, the Government of the United States shall provide a Safety Assessment prepared in accordance with Regulation 7 of Chapter VIII of the Safety of Life at Sea Convention of 1960 and in accordance with Recommendation 9 of Annex C mentioned above.

(b) The conduct of environmental surveys in Spanish ports and Spanish territorial waters will be the responsibility of the Spanish Government with assistance from the United States as mutually agreed.

(c) As soon as possible after receipt of the Safety Assessment, the Spanish Government shall notify the Government of the United States that the ship can be operated in the ports and territorial waters of Spain in accordance with this Agreement and the mutually-accepted Safety Assessment.

**Article III – Ports and Special Control**

The Spanish Government shall determine the port or ports to be visited and will designate the authorities responsible for acceptance arrangements and for special control under Regulation 11 of Chapter VIII of the proposed Safety of Life at Sea Convention.

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<sup>1</sup> Done at London June 17, 1960. Will enter into force May 26, 1965. For text see S. Ex. Doc. K, 87th Cong., 1st sess., pp. 370, 444.

#### Article IV – Port Arrangements

(a) Appropriate authorities of the Spanish Government shall make arrangements with local authorities of each port for entrance of the ship into Spanish ports and the use thereof.

(b) Local authorities shall take all necessary measures for offship fire and police protection, crowd control and the general preparation of berthing facilities in the harbor with respect to acceptance of the ship.

(c) Control of public access to the ship shall be the responsibility of the Master of the ship. Special arrangements relating to such control shall be developed by the Master with the concurrence of appropriate authorities of the Spanish Government.

(d) The Master shall comply with local regulations existing at the time the ship enters port so long as these regulations are not inconsistent with the Safety Assessment of the nuclear plant.

#### Article V – Inspection

While the ship is within Spanish ports and territorial waters, the designated authorities shall have reasonable inspection access to the ship and its operating records and program data for purposes of determining whether the ship has been operating in accordance with the operating manual of the ship. The designated Spanish authorities, when they may so expressly request, will be granted access to the ship to carry out inspections on the degree of radioactivity.

#### Article VI – Radioactive Materials

The Government of the United States shall ensure that no disposal of radioactive liquid or solid wastes shall take place from the ship while she is within the ports and territorial waters of Spain without the specific prior approval of the appropriate authorities of the Spanish Government.

#### Article VII – Maintenance and Servicing

The use of contractors for maintenance, repair and servicing of the nuclear equipment on the ship in Spanish territorial waters shall be restricted to those contractors having the approval of appropriate Spanish authorities for the rendering of such services.

Nothing in the present Article will be construed to mean that the Spanish Government renounces its sovereign right of forbidding the servicing and maintenance of the ship in Spanish waters if this is incompatible with public safety.

#### Article VIII – Casualties

A report, such as is required by Chapter VIII Regulation 12 of the Safety of Life at Sea Convention of 1960, shall be made to the appropriate authorities by the Master of the ship in the event of any accident, likely to lead to an environmental hazard, while the ship is in or is approaching the territorial waters of Spain.

### Article IX – Legal Actions

In any legal action or proceeding brought in personam against the United States in a Spanish court of competent jurisdiction, on account of any nuclear incident caused by the ship in Spanish ports and Spanish territorial waters or where damage arising out of or resulting from a nuclear incident caused by the ship is sustained in Spain, the United States agrees not to interpose the defense of sovereign immunity and to submit to the jurisdiction of such court and in such case the United States will not seek to invoke the provisions of the Spanish law or any other law relating to the limitation of ship-owner's liability.

Nothing in this Article will prevent Spanish citizens or other persons domiciled in Spain, who are victims of a nuclear incident as referred to in this Agreement, or their heirs, from claiming damage or compensation in accordance with applicable law by suit in a court of the United States. However, no suit by those concerned, as defined in this Agreement, can be filed with a United States court if a similar suit is already pending before a Spanish court, unless and until the procedure having thus been initiated has come finally to an end for any reason or cause whatsoever, in conformity with rules of procedure being applied by Spanish courts.

### Article X – Indemnification

(a) The United States represents that there is an agreement in effect between the United States Atomic Energy Commission and the United States Maritime Administration whereunder the Atomic Energy Commission, acting upon the authority of Section 170 of the Atomic Energy Act of 1954 (Public Law 83-703), as amended by the Public Law 85-256 and Public Law 85-602, [¹] has agreed to indemnify the United States Maritime Administration and other persons indemnified against claims for public liability arising from a nuclear incident in connection with the design, development, construction, operation, repair, maintenance or use of the ship in the amount of five hundred million dollars (\$500,000,000) including the reasonable costs of investigating and settling claims and defending suits for damage. This sum represents the maximum amount for which the United States will be liable for a single nuclear incident involving the ship in conformity with Article IX. The terms "person indemnified", "public liability" and "nuclear incident" have the same meaning herein as in the definitions of those terms as found in Section 11 of the Atomic Energy Act of 1954, as amended,[²] (United States Code, Title 42, Section 2014).

(b) In the event of a nuclear incident, as defined in this Agreement, the Government of Spain reserves the sovereign right to negotiate, as an alternative to the procedure provided for in Article IX, with the United States on behalf of Spanish citizens or other

<sup>¹</sup> 71 Stat. 576; 72 Stat. 525; 42 U.S.C. § 2210.

<sup>²</sup> 71 Stat. 576.

persons who are residents in Spain at the time of the incident and who claim damages as a result thereof, or on behalf of their heirs, with a view to receiving an amount up to the total sum of \$500,000,000 specified in paragraph (a) of this article for allotment to such persons or their heirs by the Spanish Government. In such negotiations, the question of liability and amount of damage shall be subject to the mutual agreement of the two Governments in accordance with general principles of international law.

#### Article XI – Continuance of Indemnification

If the above indemnification of the United States Maritime Administration should for any reason terminate, the United States agrees that it will not cause or permit the entry of the ship into any Spanish port unless there shall be in effect either (1) an agreement of indemnification entered into by the United States Atomic Energy Commission under the authority of Section 170 of the Atomic Energy Act of 1954, as amended, and affording a no less favorable measure of indemnification to that described above; or (2) an agreement of indemnification in some form acceptable to the Spanish Government.

#### Article XII – Termination

Either Government may terminate this Agreement by giving no less than 180 days notice to the other.

#### Article XIII – Term of Agreement

In the event of entry into force of any general multilateral Convention relating to the safety and operating procedures or third party liability of nuclear powered merchant ships by which both Governments become bound, the present Agreement shall be amended.

ROBERT F. WOODWARD

*The Spanish Minister of Foreign Affairs to the American Ambassador*

MINISTERIO DE ASUNTOS EXTERIORES

16 DE JULIO DE 1964.

EXCMO. SEÑOR:

Tengo a honra acusar recibo a su Nota de esta fecha, que dice así:

“Excelencia:

Tengo el honor de incluir como Anejo a esta Nota el texto resultado de la correspondencia y conversaciones habidas entre representantes de nuestros dos Gobiernos relativas a la utilización por el N.S. Savannah de los puertos y aguas jurisdiccionales españoles.

Tengo el honor de proponer que si las cláusulas del Anejo que se acompaña son aceptables para su Gobierno, esta Nota y su Anejo, y la respuesta de V.E. que indique su conformidad, constituyan un

acuerdo entre nuestros dos Gobiernos, que entrará en vigor en la fecha de respuesta de V.E.”.

Tengo a honra manifestar a V.E. la conformidad del Gobierno español con la Nota que antecede y el Anejo que le acompaña, cuyo texto español le incluyo adjunto.

Aprovecho esta oportunidad, Señor Embajador, para reiterar a V.E. las seguridades de mi más alta consideración.

FERNANDO CASTIELLA

Anejo: Texto español del Acuerdo.

Excmo. Señor ROBERT F. WOODWARD.

*Embajador de los Estados Unidos de America. Madrid.*

### **ACUERDO ENTRE EL GOBIERNO DE ESPAÑA Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA RELATIVO A LA UTILIZACION POR EL N.S. SAVANNAH DE PUERTOS Y AGUAS JURISDICCIONALES ESPAÑOLAS.**

El Gobierno de España y el Gobierno de los Estados Unidos de América (en adelante Estados Unidos), que tienen un interés mutuo en los usos pacíficos de la energía atómica, incluyendo su aplicación en la Marina Mercante, han acordado lo siguiente:

#### **Artículo I.- Entrada del N.S. Savannah en los puertos y aguas jurisdiccionales españolas.**

(a) La entrada del Savannah (designado de aquí en adelante como el “buque”) en los puertos y aguas jurisdiccionales españolas y el uso de los mismos en conexión con cualquier visita del barco a un puerto español, estará sometida a la previa autorización del Gobierno de España.

(b) Las visitas del buque a puertos y aguas jurisdiccionales españolas se harán bajo los principios y procedimientos establecidos en el Capítulo VIII del Convenio de Seguridad de la Vida en el Mar tal y como se establece en la Conferencia de Londres de 1960 y en las recomendaciones aplicables a buques nucleares, contenidas en el Anejo C del acta final de dicha Conferencia.

#### **Artículo II.- Certificado de Seguridad.**

(a) Con objeto de facilitar al Gobierno español la concesión de la debida autorización para la entrada del buque y utilización de los puertos y aguas territoriales españoles, el Gobierno de los Estados Unidos librará un Certificado de Seguridad redactado de acuerdo con lo establecido en la Regla 7º del Capítulo VIII del Convenio

sobre Seguridad de la Vida en el Mar de 1960 y de acuerdo con la Recomendación 9 del precitado Anejo C.

(b) Correspondrá al Gobierno español con el auxilio que se acuerde del de los Estados Unidos, la inspección de las condiciones de seguridad de la zona en torno al buque en puertos y aguas jurisdiccionales españoles.

(c) El Gobierno español notificará al de los Estados Unidos tan pronto como sea posible, después de la recepción del Certificado de Seguridad, que el buque puede operar en los puertos y aguas jurisdiccionales españoles de acuerdo con lo establecido en este Convenio y en el Certificado de Seguridad que mutuamente se acepte.

#### Artículo III.— Puertos y control especial.

El Gobierno español determinará el puerto o puertos que hayan de ser visitados y nombrará a las autoridades competentes que acordarán las condiciones de la aceptación del buque y de control especial, de acuerdo con la disposición 11 del Capítulo VIII del propuesto Convenio de Seguridad de la Vida en el Mar.

#### Artículo IV.— Disposiciones portuarias.

(a) Las autoridades competentes del Gobierno español determinarán con las autoridades locales de cada puerto las condiciones de entrada del buque y la utilización de puertos españoles.

(b) Las autoridades locales españolas tomarán todas las medidas necesarias en caso de cualquier incendio que se produzca fuera del buque y de su protección policiaca, control de aglomeraciones y la preparación general de las instalaciones portuarias, con vistas a la recepción del buque.

(c) Al capitán del barco corresponderá el control del acceso del público al buque. Dicho capitán acordará con el auxilio de las autoridades competentes del Gobierno español la organización especial de dicho control.

(d) El capitán se someterá a las regulaciones locales vigentes en el momento en que el buque entre en el puerto, siempre que estas regulaciones no sean incompatibles con el Certificado de Seguridad de la instalación nuclear.

#### Artículo V.— Inspección.

Las autoridades competentes tendrán, durante la estancia del buque en puertos y aguas jurisdiccionales españoles, acceso, para efectuar una inspección razonable, al buque y a sus registros de funcionamiento y datos, con objeto de determinar si el buque ha estado operando de acuerdo con el manual de operación del mismo. Se permitirá acceso al buque a las autoridades competentes españolas para realizar inspecciones del grado de radioactividad, cuando lo solicitesen expresamente.

#### Artículo VI.— Materiales radioactivos.

El Gobierno de los Estados Unidos deberá garantizar que

no se verterán residuos radioactivos líquidos o sólidos desde el buque durante su estancia en puertos y aguas jurisdiccionales españoles, sin previo permiso especial de las autoridades competentes del Gobierno español.

#### Artículo VII.- Entretenimiento y Servicio.

La utilización de contratistas para el entretenimiento, reparación y servicio del equipo nuclear del buque en aguas territoriales españolas quedará limitada a aquellos contratistas que cuenten con la aprobación de las competentes autoridades españolas para proporcionar tales servicios.

Nada en el presente Artículo será interpretado en el sentido de que el Gobierno español renuncia a su derecho soberano de prohibir el entretenimiento y servicio del barco en aguas españolas si ello es incompatible con la seguridad pública.

#### Artículo VIII.- Accidentes.

El capitán del buque rendirá a las Autoridades competentes un informe, de acuerdo con lo especificado por el Capítulo VIII Regla 12 del Convenio de Seguridad de la Vida en el Mar de 1960, en el caso de que se produzca cualquier accidente cuando el buque esté en aguas jurisdiccionales españolas o acercándose a las mismas, que pudiera poner en peligro las condiciones de seguridad de la zona.

#### Artículo IX.- Acciones legales.

En cualquier acción o procedimiento legal entablado personalmente contra los Estados Unidos ante un tribunal español que posea jurisdicción competente, como consecuencia de cualquier accidente nuclear ocasionado por el buque en puertos españoles y aguas territoriales españolas o donde el daño que se produzca o resulte de un accidente nuclear causado por el buque haya ocurrido en España, los Estados Unidos aceptan no interponer la excepción de inmunidad soberana y someterse a la jurisdicción de dicho tribunal y en dicho supuesto los Estados Unidos no invocarán las normas de la ley española o de cualquiera otra ley relativas a la limitación de la responsabilidad del propietario del buque.

Lo dispuesto en este artículo no impide que los súbditos españoles u otras personas domiciliadas en España que sean víctimas de un accidente nuclear, tal como se define en este Acuerdo, o sus herederos, reclamen las pertinentes indemnizaciones por daños y perjuicios o compensaciones, de acuerdo con la Ley aplicable, mediante demanda entablada ante un tribunal de los Estados Unidos. Sin embargo, ninguna demanda promovida por aquellos que estén capacitados para hacerlo, conforme a este Convenio, podrá ser presentada ante un tribunal de los Estados Unidos, si ya se ha interpuesto una análoga con anterioridad ante un tribunal español, a menos que el procedimiento incoado, como consecuencia de la citada demanda, haya sido ya dado por concluso, por cualquier motivo o causa, con arreglo a las normas de procedimiento observadas por los tribunales españoles.

**Artículo X.— Indemnización.**

a) El Gobierno de los Estados Unidos hace constar que existe un convenio en vigor entre la Comisión de Energía Atómica de los Estados Unidos y la Administración Marítima de los Estados Unidos, según el cual, de acuerdo con la Sección 170 de la Ley de Energía Atómica de 1954 (Ley Pública 83-703), enmiendada por la Ley Pública 85-256 y la Ley Pública 85-602, la Comisión de Energía Atómica se compromete a indemnizar a la Administración Marítima de los Estados Unidos y a otras personas beneficiarias de indemnización contra toda demanda de responsabilidad civil que derive de un accidente nuclear relacionado con el diseño, desarrollo, construcción, funcionamiento, reparación, mantenimiento y usos del buque, con una cantidad de hasta quinientos millones de dólares, (\$ 500.000.000), incluyendo los gastos razonables de investigación y liquidación de las reclamaciones y de defensa en pleitos por daños. Esta suma representa la cantidad máxima de la que los Estados Unidos se harán responsables por un solo accidente nuclear relacionado con el buque de acuerdo con el artículo IX. Los términos "person indemnified" ("persona beneficiaria de indemnización"), "public liability" (responsabilidad civil) y "nuclear incident" ("accidente nuclear"), tienen en este texto el mismo significado que en las definiciones que de esos términos se dan en la Sección 11 de la Ley de Energía Atómica de 1954, enmendada, (Código de los Estados Unidos, Título 42, Sección 2014).

b) En caso de un accidente nuclear, tal como se define en este Acuerdo, el Gobierno de España se reserva su derecho de soberanía para negociar, como alternativa al procedimiento previsto en el Artículo IX, con los Estados Unidos en nombre y representación de súbditos españoles o de otras personas residentes en España en el momento del accidente, y que reclamen indemnización como resultado del mismo, o en representación de sus herederos, todo ello con la finalidad de recibir una cantidad hasta la suma total de 500 millones de dólares especificada en el párrafo (a) de este artículo para su asignación a dichas personas o sus herederos por el Gobierno español. En estas negociaciones la cuestión relativa a la responsabilidad y la cantidad destinada a la reparación de los daños estarán sujetas a un acuerdo mutuo de los dos Gobiernos, de conformidad con los principios generales del Derecho Internacional.

**Artículo XI.— Continuidad de la indemnización.**

Si la indemnización a que se ha hecho referencia de la Administración Marítima de los Estados Unidos tuviera que terminar por alguna razón, los Estados Unidos manifiestan que no darán lugar a o permitirán la entrada del buque en ningún puerto español a menos que esté en vigor (1) un convenio respecto a indemnizaciones en el que tome parte la Comisión de Energía Atómica de los Estados Unidos, en virtud de las facultades a que se refiere la Sección 170 de la Ley de Energía Atómica de 1954, enmendada, y en el que se prevean unas medidas de indemnización que no resulten menos beneficiosas

que las reseñadas anteriormente, o bien (2) un acuerdo de indemnización que sea aceptable para el Gobierno de España.

**Artículo XII.- Terminación.**

Cualquiera de los dos Gobiernos puede dar término a este Acuerdo comunicándoselo al otro con no menos de 180 días de anticipación.

**Artículo XIII.- Límite del Convenio.**

En caso de que entre en vigor cualquier convenio multilateral relativo a la seguridad y operación o responsabilidad de tercero de buques mercantes nucleares, que obligue a ambos Gobiernos, el presente Acuerdo seránmendado.

F M C

*Translation*

MINISTRY OF FOREIGN AFFAIRS

JULY 16, 1964

**EXCELLENCY**

I have the honor to acknowledge the receipt of your note of this date, reading as follows.

[For the English language text of the note and Annex, see *ante*, pp. 1479-1483.]

I have the honor to inform Your Excellency that the provisions of the foregoing note and attached Annex, the Spanish text of which I enclose, are acceptable to the Spanish Government.

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

FERNANDO CASTIELLA

**Enclosure:**

Spanish text of Agreement.

**His Excellency**

ROBERT F WOODWARD,  
*Ambassador of the United States of America,*  
*Madrid.*

# VIET-NAM

## Agricultural Commodities

*Agreement amending the agreement of January 9, 1964, as amended.*

*Effectuated by exchange of notes*

*Signed at Saigon July 24, 1964;*

*Entered into force July 24, 1964.*

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*The American Ambassador to the Vietnamese Minister of Foreign Affairs*

No. 21

SAIGON, July 24, 1964

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on January 9, 1964, as amended,<sup>[1]</sup> and to propose that Article I of this Agreement be further amended by increasing "sweetened condensed milk" export market value to \$10.94 million; by increasing "wheat/wheat flour" export market value to \$4.80 million; by inserting "estimated" after "ocean transportation" and increasing this amount to \$2.33 million, and by increasing the total export market value of this agreement to \$35.22 million.

If this amendment is acceptable to your Excellency's Government, I have the honor to propose that this note together with your Excellency's affirmative reply shall constitute an agreement between our two Governments, to enter into force on the date of your Excellency's reply.

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

MAXWELL D. TAYLOR

His Excellency,

PHAN HUY QUAT,

Minister of Foreign Affairs,  
Saigon.

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<sup>1</sup> TIAS 5514, 5563; *ante*, pp. 13, 352; *see also* TIAS 5709, *post*, p. 2224.

*The Vietnamese Minister of Foreign Affairs to the American Ambassador*

RÉPUBLIQUE DU VIETNAM  
MINISTÈRE DES AFFAIRES ÉTRANGÈRES  
Le Ministre

No 3563/EF.

SAIGON, le 24 Juillet 1964

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre No. 21 en date de ce jour dont teneur suit :

"I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on January 9, 1964, as amended, and to propose that Article I of this Agreement be further amended by increasing "sweetened condensed milk" export market value to \$ 10.94 million; by increasing "wheat/wheat flour" export market value to \$ 4.80 million; by inserting "estimated" after "ocean transportation" and increasing this amount to \$ 2.33 million, and by increasing the total export market value of this agreement to \$ 35.22 million.

If this amendment is acceptable to your Excellency's Government, I have the honor to propose that this note together with your Excellency's affirmative reply shall constitute an agreement between our two Governments, to enter into force on the date of your Excellency's reply".

J'ai l'honneur de confirmer à Votre Excellence que le Gouvernement de la République du Viet-Nam accepte les propositions ci-dessus, et que le présent échange de lettres constitue entre nos deux Gouvernements un accord qui entre en vigueur à partir de ce jour.

Veuillez agréer, EXCELLENCE, les assurances de ma très haute considération.

[SEAL]

P H QUAT

Phan-Huy-Quát

Son Excellence Monsieur MAXWELL D. TAYLOR  
*Ambassadeur Extraordinaire et Plénipotentiaire*  
*des Etats-Unis d'Amérique*  
*Saigon*

*Translation*

REPUBLIC OF VIET-NAM  
MINISTRY OF FOREIGN AFFAIRS  
Office of the Minister

No. 3563/EF.

SAIGON, *July 24, 1964*

EXCELLENCY.

I have the honor to acknowledge receipt of your note No. 21, dated today, which reads as follows:

[The English language text of the United States note is quoted in the Vietnamese note, see *ante*, p. 1489.]

I have the honor to confirm to Your Excellency that the foregoing proposals are acceptable to the Government of the Republic of Viet-Nam, and that this exchange of notes constitutes an agreement between our two Governments, to enter into force today

Accept, Excellency, the assurances of my very high consideration.

[SEAL] P H QUAT

Phan-Huy-Quat

His Excellency

MAXWELL D TAYLOR,  
*Ambassador Extraordinary and Plenipotentiary*  
*of the United States of America,*  
*Saigon.*

# ITALY

## Trade: Exports of Cotton Velveteen Fabrics from Italy to the United States

*Agreement amending the agreement of July 6, 1962.*

*Effectuated by exchange of notes*

*Dated at Washington July 29, 1964;*

*Entered into force July 29, 1964;*

*Operative January 1, 1964.*

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### *The Secretary of State to the Italian Ambassador*

The Secretary of State presents his compliments to His Excellency the Ambassador of Italy and has the honor to refer to recent conversations between representatives of the two Governments pertaining to the agreement of July 6, 1962<sup>[1]</sup> between the Government of the United States of America and the Government of Italy regarding exports of velveteen from Italy to the United States.

The Government of the United States has carefully considered the request of the Government of Italy for an increase in the annual agreed quantity and is willing to accede to an increase of 3 percent in the limit of cotton velveteen fabric exports from Italy to the United States. Accordingly, it is proposed that the agreement of July 6, 1962 be amended so that the annual level shall be increased to a limit of 1,545,000 square yards, operative at the beginning of the current calendar year.

If acceptable to the Government of Italy, it is proposed that this note and the note in reply concurring therein shall constitute an amendment of the aforementioned agreement.

DEPARTMENT OF STATE,  
*Washington, July 29, 1964*

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<sup>[1]</sup> TIAS 5186; 13 UST 2201.

*The Italian Ambassador to the Secretary of State*

AMBASCIATA D'ITALIA  
WASHINGTON, D. C.

The Ambassador of Italy presents his compliments to the Secretary of State and has the honor to refer to the Secretary's note of July 29th, 1964, pertaining to the agreement of July 6th, 1962, between the Government of Italy and the Government of the United States of America regarding exports of velveteen from Italy to the United States.

Pursuant to instructions from his Government, the Ambassador informs the Secretary of State that the Government of Italy agrees to the proposed amendment of the above-mentioned agreement so that the annual limit of cotton velveteen fabric exports from Italy to the United States shall be increased to 1,545,000 square yards, operative at the beginning of the current calendar year.

Accordingly, the Secretary's note and this note in reply constitute an amendment of the aforementioned agreement.

The Ambassador of Italy welcomes this opportunity to renew to the Secretary of State the assurance of his highest consideration.

 [SEAL]

WASHINGTON D.C.

*July 29th, 1964*

To the DEPARTMENT OF STATE  
*Washington 25, D.C.*

# ITALY

## Safeguarding of Classified Information

*Agreement effected by exchange of notes  
Signed at Washington August 4, 1964;  
Entered into force August 4, 1964.*

*The Secretary of State to the Italian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
August 4, 1964

**EXCELLENCY:**

I have the honor to refer to recent discussions between representatives of our respective Governments concerning the desirability of extending to all classified information exchanged between our two Governments the same principles that our Governments have agreed to apply in safeguarding classified information covered by the Security Agreement by the Parties to the North Atlantic Treaty, approved by the North Atlantic Council on January 6, 1950, and the Basic Principles and Minimum Standards of Security (NATO Document C-M (55)15(Final)), approved by the Council on March 2, 1955.

I have the honor to propose, therefore, that all classified information communicated directly or indirectly between our two Governments be protected in accordance with such principles; namely, that the recipient:

- a. will not release the information to a third government without the approval of the releasing Government;
- b. will undertake to afford the information substantially the same degree of protection afforded it by the releasing government;
- c. will not use the information for other than the purpose for which it was given; and
- d. will respect private rights, such as patents, copyrights, or trade secrets which are involved in the information.

For the purposes of this agreement, information is understood in its broadest sense to include, among other things, any document, writing, sketch, photograph, plan, model, specification, design, or prototype, whether communicated by oral, visual, or written means or by transfer of equipment or materials.

These principles will apply in the case of the Government of the United States to information designated by the Government of the United States as "Confidential," "Secret" or "Top Secret" and to information designated by your Government as coming within the purview of this agreement. This agreement will not, however, apply to information for which special agreements may be required, such as classified atomic energy information.

This understanding will apply to all exchanges of such information between all agencies and authorized officials of our two Governments, whether at the respective capitals of our two countries, at international conferences or elsewhere. Any other arrangements between our two Governments or their respective agencies relating to the exchange of such information will, to the extent that they are not inconsistent with these principles, not be affected by this understanding. Details regarding channels of communication and the application of the foregoing principles will be the subject of such technical arrangements as may be necessary between appropriate agencies of our respective Governments.

In recognition of the fact that protection of the classified information exchanged hereunder, particularly in the field of research on and development and production of defense material, is essential to the national safety of both our countries, general procedures for safeguarding the information will be as set forth in the Annex hereto.

If the foregoing is agreeable to your Government, I propose that this note and your reply to that effect, designating the types of information your Government wishes covered, shall constitute an agreement on this matter effective the date of your reply.

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

For the Secretary of State:

WILLIAM R. TYLER

Enclosure:  
Annex.

His Excellency  
SERGIO FENOALTEA,  
*Ambassador of Italy.*

Annex of General Security Procedures

1. Official information given a security classification by either of our two Governments or by agreement of our two Governments and furnished by either Government to the other through Government

channels will be assigned a classification by appropriate authorities of the receiving Government which will assure a degree of protection equivalent to or greater than that required by the Government furnishing the information.

2. The recipient Government will not use such information for other than the purposes for which it was furnished and will not disclose such information to a third Government without the prior consent of the Government which furnished the information.

3. With respect to such information furnished in connection with contracts made by either Government, its agencies, or private entities or individuals within its territory with the other Government, its agencies, or private entities or individuals within its territory, the Government of the country in which performance under the contract is taking place will assume responsibility for administering security measures for the protection of such classified information in accordance with standards and requirements which are administered by that Government in the case of contractual arrangements involving information it originates of the same security classification. Prior to the release of any such information which is classified CONFIDENTIAL or higher to any contractor or prospective contractor, the Government considering release of the information will undertake to insure that such contractor or prospective contractor and his facility have the capability to protect the classified information adequately, will grant an appropriate facility clearance to this effect, and will undertake, in accordance with national practice, to grant appropriate security clearances for all personnel whose duties require access to the classified information.

4. The recipient Government will also:

a. Insure that all persons having access to such classified information are informed of their responsibilities to protect the information in accordance with applicable laws.

b. Carry out security inspections of facilities within its territory which are engaged in contracts involving such classified information.

c. Assure that access to such classified information at facilities described in subparagraph b is limited to those persons who require it for official purposes. In this connection, a request for authorization to visit such a facility when access to the classified information is involved will be submitted to the appropriate department or agency of the Government where the facility is located by an agency designated for this purpose by the other Government, and the request will include a statement of the security clearance and official status of the visitor and of the necessity for the visit. Blanket authorizations for visits over extended periods may be arranged. The Government to which the request is submitted will be responsible for advising the contractor of the proposed visit and for authorizing the visit to be made.

5. Costs incurred in conducting security investigations or inspections required hereunder will not be subject to reimbursement.
6. Classified information and material will be transferred only on a government-to-government basis.
7. The Government which is the recipient of material produced under contract in the territory of the other Government undertakes to protect classified information contained therein in the same manner as it protects its own classified information.

*The Italian Ambassador to the Secretary of State*

AMBASCIATA D'ITALIA  
WASHINGTON, D.C.

WASHINGTON, 4 agosto 1964

SIGNOR SEGRETARIO DI STATO,

ho l'onore di accusare ricevuta della Nota di Vostra Eccellenza in data odierna così concepita:

"Ho l'onore di riferirmi alle recenti discussioni fra i rappresentanti dei nostri rispettivi Governi in merito alla convenienza di estendere a tutte le informazioni classificate scambiate tra i due Governi quegli stessi principi che i nostri Governi hanno concordato di applicare per la salvaguardia delle informazioni classificate protette dall'Accordo sulla Sicurezza tra i Membri dell'Alleanza Atlantica, approvato dal Consiglio Atlantico il 6 gennaio 1950, nonchè i principi base e quel "minimo di norme di sicurezza" approvati dal Consiglio il 2 maggio 1955 (documento NATO C-M (55) 15 (FINAL)).

Ho pertanto l'onore di proporre che tutte le informazioni classificate, comunicate direttamente o indirettamente tra i nostri due Governi, vengano protette in armonia con tali principi; e cioè, che il ricevente:

- a) non comunicherà l'informazione ad un terzo Governo senza il consenso del Governo che l'ha rilasciata;
- b) s'impegna a dare all'informazione sostanzialmente lo stesso grado di protezione fornito dal Governo che la rilascia;
- c) non si servirà dell'informazione se non per lo scopo per cui è stata rilasciata;
- d) rispetterà i diritti privati, quali i brevetti, i diritti di autore o i segreti commerciali che facessero parte dell'informazione.

Ai fini del presente accordo, il termine "informazione", va inteso nel senso più vasto e tale da includere, tra l'altro, qualsiasi documento, scritto, disegno, fotografia, piano, modello, dettaglio, schizzo o prototipo, comunicati sia verbalmente, visualmente o per iscritto, sia mediante invio di apparati o materiali.

Tali principi si applicheranno, per quanto riguarda il Governo degli Stati Uniti, alle informazioni che il Governo degli Stati Uniti avrà

designato come "Confidential", "Secret" o "Top Secret" e alle informazioni designate dal Suo Governo come indicato nel presente Accordo. Questo, tuttavia, non si applicherà a quelle informazioni per le quali si rendano necessari degli accordi speciali, quali le informazioni classificate sull'energia atomica.

La presente intesa coprirà tutti gli scambi di tali informazioni tra Enti e funzionari autorizzati dei nostri due Governi, sia presso le rispettive capitali dei due Paesi, sia in sede di conferenze internazionali o altrove. Qualsiasi altro accordo tra i nostri due Governi o tra loro rispettivi Enti in merito allo scambio di tali informazioni, nella misura in cui non sia incompatibile con questi principi, non sarà influenzato dalla presente intesa. I dettagli relativi ai canali di comunicazione ed all'applicazione dei suddetti principi costituiranno oggetto di accordi tecnici che potranno essere necessari tra gli Enti competenti dei nostri rispettivi Governi.

In considerazione del fatto che la protezione delle informazioni classificate scambiate in base al presente accordo, ed in modo particolare quelle che hanno attinenza con la ricerca, lo sviluppo e la produzione del materiale difensivo, è essenziale ai fini della sicurezza nazionale di entrambi i nostri Paesi, le procedure generali per la salvaguardia delle informazioni, saranno quelle specificate nell'Allegato al presente Accordo.

Qualora la presente proposta sia accettabile dal Suo Governo, propongo che questa Nota e la Sua risposta a tal fine, che specifica i tipi di informazioni che il Suo Governo intende tutelare, costituiscano un accordo su tale materia che entrerà in vigore alla data della Sua risposta".

Al riguardo desidero precisarLe che i tipi di informazioni che il mio Governo intende tutelare sono quelli che saranno designati come "Riservato", "Riservatissimo", "Segreto" e "Segretissimo", specificando che, ai fini della legislazione penale italiana, le classifiche "Riservato" e "Riservatissimo" vengono designate come "di vietata divulgazione".

Ciò premesso ho l'onore di comunicarLe che il Governo Italiano accetta la proposta di Vostra Eccellenza e di confermarLe pertanto che l'Accordo costituito dal presente scambio di Note entra in vigore da oggi.

Voglia gradire, Signor Segretario di Stato, gli atti della mia più alta considerazione.

Sergio Pinciatto  
Ambasciatore d'Italia

AS.E.

DEAN RUSK

Segretario di Stato  
Washington

**ALLEGATO SULLE NORME GENERALI DI SICUREZZA**

- 1.—All'informazione ufficiale, cui sia stata assegnata una classifica di segretezza da uno qualsiasi dei nostri due Governi o per accordo dei nostri due Governi e che venga fornita da uno dei due Governi all'altro per il tramite dei canali governativi, verrà assegnata, da parte delle competenti autorità del Governo ricevente, una classifica che le assicurerà un grado di protezione pari o superiore a quello richiesto dal Governo che tale informazione avrà rilasciato.
- 2.—Il Governo ricevente non si varrà di tale informazione per scopi diversi da quelli per i quali gli è stata rilasciata e non ne renderà edotto un terzo Governo senza la preventiva autorizzazione del Governo che gli ha fornito detta informazione.
- 3.—Per quanto riguarda le informazioni fornite in relazione a contratti stipulati da uno dei due Governi, o dai suoi Enti, imprese private o individuali nell'ambito del proprio territorio, con l'altro Governo, o con suoi Enti, imprese private o individuali nel proprio territorio, il Governo del paese in cui si darà luogo all'effettuazione del contratto, si assumerà la responsabilità di adottare le misure di sicurezza atte a proteggere tali informazioni classificate conformemente alle norme e prescrizioni che sono adottate da tale Governo nel caso di accordi contrattuali riguardanti informazioni da esso originate aventi una identica classifica di segretezza. Prima di rilasciare una tale informazione, avente la classifica "confidential" o superiore, a qualsiasi contraente o probabile contraente, il Governo che si propone tale rilascio di informazioni si impegnerà ad accertarsi che detto contraente o probabile contraente e il suo stabilimento abbiano la capacità di proteggere adeguatamente le informazioni classificate, rilascerà a tale scopo un'apposita abilitazione complessiva e si impegnerà a rilasciare, in accordo con le vigenti norme nazionali, un certificato di abilitazione per tutto quel personale il cui impiego comporti l'accesso alle informazioni classificate.
- 4.—Inoltre il Governo ricevente :
  - a) si assicurerà che tutte le persone aventi accesso a tali informazioni classificate siano informate delle loro responsabilità di proteggere le informazioni in armonia con la legislazione all'uopo attinente,
  - b) effettuerà ispezioni di sicurezza agli stabilimenti situati nel proprio territorio ed impegnati in contratti che comportino l'uso di tali informazioni classificate,
  - c) si accernerà che l'accesso a tali informazioni classificate presso gli stabilimenti di cui al precedente sottoparagrafo b) sia limitato a quelle persone che ne abbiano necessità per scopi ufficiali. A tale proposito, una richiesta di autorizzazione a

visitare uno stabilimento, qualora la cosa comporti l'accesso ad informazioni classificate, dovrà essere inoltrata al Dipartimento o Ente competente del Governo nel cui territorio trovasi lo stabilimento in questione, da parte di un Ente a tale scopo designato dall'altro Governo; e la richiesta dovrà contenere una dichiarazione attestante l'abilitazione del visitatore, la sua posizione ufficiale e le necessità di effettuazione della visita. Si possono concordare autorizzazioni che comprendono più visite da effettuare in un determinato ed esteso periodo di tempo. Spetta al Governo che riceve la richiesta l'informare il contraente della visita proposta e l'autorizzare l'effettuazione della stessa.

- 5.-Le spese sostenute per la ricerca di informazioni ai fini della sicurezza o per l'effettuazione delle ispezioni contemplate dal presente Accordo non potranno essere rimborsate.
- 6.-Le informazioni o i materiali classificati potranno essere trasferiti solamente sulla base "da Governo a Governo".
- 7.-Il Governo che riceve del materiale prodotto per contratto nel territorio dell'altro Governo si impegna a proteggere le informazioni classificate ivi contenute nella stessa maniera con la quale protegge le proprie informazioni classificate.

*Translation*

EMBASSY OF ITALY  
WASHINGTON, D.C.

WASHINGTON, August 4, 1964

MR. SECRETARY OF STATE:

I have the honor to acknowledge receipt of Your Excellency's note of today's date reading as follows:

[For the English language text of the note and annex, see pp 1494-1497.]

In this connection I wish to inform you that the types of information which my Government desires to safeguard are those that will be marked "Riservato" [Confidential], "Riservatissimo" [Highly Confidential], "Segreto" [Secret], or "Segretissimo" [Top Secret], and that, for the purposes of the Italian penal laws, the classifications "Riservato" and "Riservatissimo" are designated "di vietata divulgazione" [disclosure prohibited].

Accordingly, I have the honor to inform you that the Italian Government accepts Your Excellency's proposal, and, therefore, to confirm to you that the Agreement constituted by this exchange of notes enters into force today.

Accept, Mr. Secretary of State, the assurances of my highest consideration.

FENOALTEA

Sergio Fenoaltea  
*Ambassador of Italy*

His Excellency  
DEAN RUSK,  
*Secretary of State,*  
*Washington.*

# NORWAY

## Exchange of Official Publications

*Agreement amending the agreement of March 15, 1948.*

*Effectuated by exchange of notes*

*Signed at Oslo August 10 and 11, 1964;*

*Entered into force September 1, 1964.*

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*The Norwegian Minister of Foreign Affairs to the American Ambassador*

MINISTÈRE ROYAL  
DES  
AFFAIRES ETRANGÈRES

OSLO, 10th August, 1964.

EXCELLENCY,

With reference to the Agreement between Norway and the United States of America in regard to the exchange of official publications between the two Governments, effected by Exchange of Notes signed at Oslo June 20, 1947, and March 15, 1948, and entered into force March 15, 1948,<sup>[1]</sup> I have the honour to propose that paragraphs 2 and 3 of the Agreement be amended as from September 1, 1964, to provide as follows

2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Government of Norway shall be "Universitetsbiblioteket i Oslo"

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Kingdom of Norway by "Universitetsbiblioteket i Oslo"

Upon receipt of a Note from Your Excellency indicating that the foregoing amendments are acceptable to the Government of the United States, the Government of Norway will consider that this Note and Your Excellency's reply constitute an Agreement between the two Governments on this subject, effective from September 1, 1964.

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<sup>[1]</sup> TIAS 1758, 62 Stat. (pt. 2) 1954.

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

HALVARD LANGE

His Excellency CLIFTON R. WHARTON,  
*Ambassador of the United States of America,*  
*etc. etc. etc.*

*The American Ambassador to the Norwegian Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Oslo, August 11, 1964.*

No. 3

EXCELLENCY

I have the honor to refer to Your Excellency's note of August 10, 1964, regarding your proposal for amending paragraphs 2 and 3 of the Agreement of March 15, 1948, between our two Governments for the Exchange of Publications between the United States of America and Norway

I also have the honor to inform Your Excellency that the proposal made in the note under reference is acceptable to the Government of the United States of America. It is considered that Your Excellency's note referred to here, together with this note, shall constitute an amendment to the Agreement between our two Governments on this subject, effective from September 1, 1964.

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

CLIFTON R. WHARTON

His Excellency  
HALVARD LANGE,  
*Minister of Foreign Affairs,*  
*Oslo.*

# CANADA

## Roosevelt Campobello International Park

*Agreement signed at Washington January 22, 1964;  
Entered into force August 14, 1964.*

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### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CANADA RELATING TO THE ESTABLISHMENT OF THE ROOSEVELT CAMPOBELLO INTERNATIONAL PARK

The Governments of the United States of America and Canada

Noting the generous offer by the Hammer family of the summer home of President Franklin Delano Roosevelt on Campobello Island, New Brunswick, Canada, with the intention that it be opened to the general public as a memorial to President Roosevelt, and the acceptance in principle of this offer by President John F. Kennedy and Prime Minister Lester B. Pearson at Hyannis Port in May 1963; and

Recognizing the many intimate associations of President Roosevelt with the summer home on Campobello Island; and

Desiring to take advantage of this unique opportunity to symbolize the close and neighborly relations between the peoples of the United States of America and Canada by the utilization of the gift to establish a United States-Canadian memorial park;

Agree as follows:

#### ARTICLE 1

There shall be established a joint United States-Canadian commission, to be called the "Roosevelt Campobello International Park Commission", which shall have as its functions:

- (a) to accept title from the Hammer family to the former Roosevelt estate comprising the Roosevelt home and other grounds on Campobello Island;
- (b) to take the necessary measures to restore the Roosevelt home as closely as possible to its condition when it was occupied by President Roosevelt;
- (c) to administer as a memorial the "Roosevelt Campobello International Park" comprising the Roosevelt estate and such other lands as may be acquired.

## ARTICLE 2

The Commission shall have juridical personality and all powers and capacity necessary or appropriate for the purpose of performing its functions under this agreement including, but not by way of limitation, the following powers and capacity:

- (a) to acquire and dispose of personal and real property, excepting the power to dispose of the Roosevelt home and the tract of land on which it is located;
- (b) to enter into contracts;
- (c) to sue or be sued in either Canada or the United States;
- (d) to appoint a staff, including an Executive Secretary who shall act as secretary at meetings of the Commission, and to fix the terms and conditions of their employment and remuneration;
- (e) to delegate to the Executive Secretary or other officials such authority respecting the employment and direction of staff and the other responsibilities of the Commission as it deems desirable and appropriate;
- (f) to adopt such rules of procedure as it deems desirable to enable it to perform the functions set forth in this agreement;
- (g) to charge admission fees for entrance to the Park should the Commission consider such fees desirable; however, such fees shall be set at a level which will make the facilities readily available to visitors;
- (h) to grant concessions if deemed desirable;
- (i) to accept donations, bequests or devises intended for furthering the functions of the Commission and to use such donations, bequests or devises as may be provided in the terms thereof.

## ARTICLE 3

The Commission shall consist of six members, of whom three shall be appointed by the Government of the United States and three appointed by the Government of Canada. One of the United States members shall be nominated by the Government of Maine and one of the Canadian members shall be nominated by the Government of New Brunswick. Alternates may be appointed for each member of the Commission in the same manner as the members. The Commission shall elect a chairman and a vice-chairman from among its members, each of whom shall hold office for a term of two years, in such a manner that members of the same nationality shall never simultaneously serve as chairman and vice-chairman. The chairmanship shall alternate between members of United States nationality and Canadian nationality every two years. A quorum shall consist of at least four members of the Commission or their alternates, including always two from

the United States and two from Canada. The affirmative vote of at least two United States and two Canadian members or their respective alternates shall be required for any decision to be taken by the Commission.

#### ARTICLE 4

The Commission may employ both United States and Canadian citizens. Their employment shall be subject to the relevant Canadian labor and other laws, and the Government of Canada agrees to take such measures as may be necessary to permit United States citizens to accept employment with the Commission on a similar basis to Canadian citizens.

#### ARTICLE 5

The Commission shall maintain insurance in reasonable amounts, including, but not limited to, liability and property insurance.

#### ARTICLE 6

The Commission shall hold at least one meeting every calendar year and shall submit an annual report to the United States and Canadian Governments on or before March 31 of each year, including a general statement of the operations for the previous year and an audited statement of the financial operations of the Commission. The Commission shall permit inspection of its records by the accounting agencies of both Governments.

#### ARTICLE 7

All property belonging to the Commission shall be exempt from attachment, execution, or other processes for satisfaction of claims, debts or judgments.

#### ARTICLE 8

The Commission shall not be subject to Federal, State, Provincial or local taxation in the United States or Canada on any real or personal property held by it or on any gift, bequest or devise to it of any personal or real property, or on its income, whether from Governmental appropriations, admission fees, concessions or donations. All personal property imported or introduced into Canada by the Commission for use in connection with the Park shall be free from customs duties. Further consideration shall be given to granting exemption from other taxes the imposition of which would be inconsistent with the functioning of the Commission.

**ARTICLE 9**

Arrangements may be made with the competent agencies of the United States and Canada for rendering, without reimbursement, such services as the Commission may request for the orderly development, maintenance and operation of the Park.

**ARTICLE 10**

The Commission shall take appropriate measures to emphasize the international nature of the Park.

**ARTICLE 11**

1. The Governments of the United States and Canada shall share equally the costs of developing the Roosevelt Campobello International Park and the annual cost of operating and maintaining the Park.

2. Any revenues derived from admission fees or concession operations of the Commission shall be transmitted in equal shares to the two Governments within 60 days of the end of the Commission's fiscal year. Other funds received by the Commission may be used to further the purposes of the Commission in accordance with the provisions of this agreement.

3. The Commission shall submit annually to the United States and Canadian Governments a budget covering total anticipated expenditures to be financed from all sources, and shall conduct its operations in accordance with the budget as approved by the two Governments.

4. The Commissioners shall receive no remuneration from the Commission; however, they may be paid reasonable per diem and travel expenses by the Commission.

**ARTICLE 12**

This agreement requires implementation by legislation in each country; it shall come into effect after the enactment of such legislation on a date to be fixed by an exchange of notes between the two Governments.

Done in duplicate at Washington, this 22nd day of January 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

LYNDON B. JOHNSON

1/22/64

FOR THE GOVERNMENT OF CANADA:

LESTER B PEARSON

# INDONESIA

## Agricultural Commodities

*Agreement amending the agreement of February 19, 1962, as amended.*

*Effectuated by exchange of notes*

*Signed at Djakarta August 13, 1964;*

*Entered into force August 13, 1964.*

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*The American Chargé d'Affaires ad interim to the Indonesian Deputy to the Foreign Minister*

No. 50

DJAKARTA, August 13, 1964

Sir:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on February 19, 1962,<sup>[1]</sup> as amended, and to propose that the Agreement be further amended as follows:

In the commodity table in Article I, delete vegetable oil in export market value of \$13.8 million, as requested by the Government of Indonesia, and decrease the ocean transportation to \$10.15 million and the total to \$142.6 million.

In United States note No. 522 and Indonesian reply note No. 0153/62/06 of February 19, 1962, as amended, delete the second paragraph of numbered Section 1, beginning "For purposes of section 104(h)," and substitute the following:

"For purposes of section 104(h) of the Act<sup>[2]</sup> and for the purpose of the Mutual Educational and Cultural Exchange Act of 1962,<sup>[3]</sup> the Government of Indonesia will provide, upon the request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of up to \$750,000 worth of rupiahs. Up to \$500,000 worth of such currencies will be utilized to pay non-rupiah expenses, including travel expenses, of the educational and cultural exchange programs with Indonesia; \$250,000 worth of such currencies will be used to finance educational and cultural programs and activities

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<sup>1</sup> TIAS 4952; 13 UST 154.

<sup>2</sup> 68 Stat. 457; 7 U.S.C. § 1704(h).

<sup>3</sup> Should read "1961". 75 Stat. 527; 22 U.S.C. § 2451 note.

in other countries. Of the total amount of the \$750,000, \$250,000 will be available for use in 1962, \$250,000 will be available for use in 1963, and \$250,000 plus any unused balances from 1962 and 1963 will be available for use in 1964. United States note No. 824 and Indonesian reply note No. 0524/63/83 of June 21, 1963,[<sup>1</sup>] are hereby cancelled."

If the foregoing is acceptable to your Government, I have the honor to propose that this note, together with your affirmative reply, shall constitute an agreement between our two Governments to enter into force on the date of your reply.

Accept, Sir, the renewed assurances of my high consideration.

FRANCIS J. GALBRAITH  
*Charge d'Affaires ad interim*

[SEAL]

Mr. UMARJADI NJOTOWIJONO,  
*Fourth Deputy to the Foreign Minister,*  
*Department of Foreign Affairs,*  
*Djakarta*

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*The Indonesian Deputy to the Foreign Minister to the American  
Chargé d'Affaires ad interim*

DEPARTMENT OF FOREIGN AFFAIRS  
REPUBLIC OF INDONESIA

No. 0680/64/03

DJAKARTA, August 13, 1964.—

SIR,

I have the honour to acknowledge receipt of Your Note No. 50 dated August 13, 1964 which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on February 19, 1962, as amended, and to propose that the Agreement be further amended as follows:

In the commodity table in Article I, delete vegetable oil in export market value of \$13.8 million, as requested by the Government of Indonesia, and decrease the ocean transportation to \$10.15 million and the total to \$142.6 million.

In United States note No. 522 and Indonesian reply note No. 0153/62/06 of February 19, 1962, as amended, delete the second paragraph of numbered Section 1, beginning "For purposes of section 104(h)", and substitute the following:

"For purposes of section 104(h) of the Act and for the purpose of the Mutual Educational and Cultural Exchange Act of 1962, the Gov-

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<sup>1</sup> TIAS 5381; 14 UST 931, 932.

ernment of Indonesia will provide, upon the request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of up to \$750,000 worth of rupiahs. Up to \$500,000 worth of such currencies will be utilized to pay non-rupiah expenses, including travel expenses, of the educational and cultural exchange programs with Indonesia; \$250,000 worth of such currencies will be used to finance educational and cultural programs and activities in other countries. Of the total amount of the \$750,000, \$250,000 will be available for use in 1962, \$250,000 will be available for use in 1963, and \$250,000 plus any unused balances from 1962 and 1963 will be available for use in 1964. United States note No. 824 and Indonesian reply note No. 0524/63/83 of June 21, 1963, are hereby cancelled".

If the foregoing is acceptable to your Government, I have the honor to propose that this note, together with your affirmative reply, shall constitute an agreement between our two Governments to enter into force on the date of your reply."

I have the honour to confirm on behalf of my Government, that your note and this note in reply concurring therein, constitute an Agreement between our two Governments in this matter to enter into force on this date.

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

[SEAL]

  
Umarjadi Njotowi Jono  
Deputy to the Foreign Minister  
for Foreign Economic Relations  
Department of Foreign Affairs.

Mr. FRANCIS J. GALBRAITH,  
*Charge d'Affaires a.i.*  
*Embassy of the United States of America,*  
*Djakarta.-*

UNITED KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND

**Maritime Matters: Use of United Kingdom Ports and  
Territorial Waters by the N.S. Savannah**

*Agreement effected by exchange of notes*

*Signed at London June 19, 1964;*

*Entered into force June 19, 1964.*

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

FOREIGN OFFICE, S.W.1.

No. GN 1018/67

*June 19, 1964*

YOUR EXCELLENCY

I have the honour to refer to discussions which have taken place between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America in anticipation of visits of N.S. *Savannah* to ports in United Kingdom territory. I now have the honour to propose an Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America in the following terms:

- (1) The operation of N.S. *Savannah* shall be subject to the provisions of the present Agreement including, in respect of conditions for the use of waters and ports, those of Annex 1 which is an integral part hereof, and, in respect of legal liability, the provisions of Annex 2, which is also an integral part hereof.
- (2) For the purposes of this Agreement, the term "United Kingdom territory" means, except where otherwise expressly provided, the United Kingdom of Great Britain and Northern Ireland and any territory to which the Agreement has been extended in accordance with paragraph (3) of this Agreement.
- (3) (a) The Government of the United Kingdom may at any time declare by notification in writing to the Government of the United States that this Agreement shall extend to all or any of the territories for the international relations of which the Government of the United Kingdom are responsible.

- (b) This Agreement shall, from the date of receipt of such notification, or from such other date as may be stated in the notification, extend to the territories specified therein.
- (c) The application of this Agreement to any territory in respect of which a notification of extension has been made may be terminated by a notification addressed to the Government of the United States by the Government of the United Kingdom. Such notification shall take effect from the date of its receipt, or from such other later date as may be stated therein.
- (4) Either Government may terminate this Agreement by notification addressed to the other, such termination to take effect six months after the date of such notification.
- (5) A copy of this Agreement shall be transmitted to the Inter-Governmental Maritime Consultative Organisation by the Government of the United Kingdom.
2. If the above proposal is acceptable to the Government of the United States of America, I have the honour to suggest that this Note, together with Your Excellency's reply to that effect, shall be regarded as constituting an Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America on the above terms which shall enter into force on the date of Your Excellency's reply.

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

Your Excellency's obedient Servant,

(For the Secretary of State)

DENYS BROWN

His Excellency  
The Honourable

DAVID K. E. BRUCE, C.B.E.,  
etc., etc., etc.,  
24/32 Grosvenor Square,  
W.1.

#### ANNEX 1

1. Entry of N.S. *Savannah* into any port in United Kingdom territory shall be subject to the prior approval of the Government of the United Kingdom and also, in the case of entry into any port of a territory outside the United Kingdom to which this Annex has been extended in accordance with paragraph (3) of the Agreement, the Government of that territory.
2. To enable the Government of the United Kingdom to consider the grant of the approval referred to in Article 1 of this Annex, the Gov-

ernment of the United States shall provide sufficient information to enable the Government of the United Kingdom to satisfy themselves as to the safety of N.S. *Savannah*. This information shall be supplied in a form and at a time to be agreed and shall include detailed technical information concerning her design, construction, operation and the safeguards incorporated into the ship's nuclear plant and an analysis of hypothetical accidents. This information shall be supplemented from time to time by the Government of the United States to reflect significant design, construction and operation modifications which would necessitate a reappraisal of the Safety Assessment.

3. The Government of the United States shall advise the Government of the United Kingdom that N.S. *Savannah* is constructed and equipped to comply with the requirements of the International Regulations for Preventing Collisions at Sea [¹] and with the requirements applicable to comparable ships propelled by conventional means of the International Conventions for the Safety of Life at Sea [²] and respecting Load Lines [³] for the time being in force as between the two Governments. If N.S. *Savannah* does not comply in all respects with the requirements of the aforesaid Regulations and Conventions, a schedule of the differences shall be furnished to the Government of the United Kingdom.

4. The Government of the United States shall assure the Government of the United Kingdom that the Master, officers and crew members of N.S. *Savannah* possess qualifications and experience appropriate to their responsibility and duties.

5. (a) As soon as practicable after receipt of the information referred to in Articles 2 and 3 of this Annex, the Government of the United Kingdom shall notify the Government of the United States whether this information is acceptable as a basis for arrangements to be made for N.S. *Savannah* to enter such ports in United Kingdom territory as may be specified from time to time by the Government of the United Kingdom.

(b) The Government of the United Kingdom shall ensure that arrangements are made for the acceptance of N.S. *Savannah* in such specified ports in United Kingdom territory. The arrangements shall include arrangements with the appropriate port authorities and the provision of such services as may be required for the safety of N.S. *Savannah*.

6. The Government of the United States shall ensure that timely information of the intended arrival of N.S. *Savannah* in any specified port in United Kingdom territory and of the route proposed to be followed after entry into the territorial waters of United Kingdom

<sup>¹</sup> TIAS 2899; 4 UST 2956.

<sup>²</sup> TIAS 2495; 3 UST (pt. 3) 3450.

<sup>³</sup> TS 858; 47 Stat. 2228.

territory shall be given by the Operators or Master to the Port Authority concerned and to the Government of the United Kingdom.

7. Authorities designated by the Government of the United Kingdom in accordance with arrangements to be made, shall have reasonable access to N.S. *Savannah* for the purpose of inspecting and monitoring her and her records and programme data while she is within the territorial waters of United Kingdom territory and determining whether she is in a safe condition and is being operated in accordance with the Ship's Operating Manual.

8. The Government of the United States shall ensure that no disposal of radioactive materials, including radioactive waste, shall take place from N.S. *Savannah* while she is within the territorial waters of United Kingdom territory without the prior approval of the Government of the United Kingdom.

9. The Government of the United Kingdom shall accept radioactive waste removed from N.S. *Savannah* provided a specific request for removal has been made to and approved by the appropriate United Kingdom authorities and such waste is packaged in a manner satisfactory to those authorities.

10. The Government of the United States shall ensure that the Master of N.S. *Savannah* shall maintain all safety precautions in any port in United Kingdom territory in accordance with the requirements of the Ship's Operating Manual and the requirements of the Government of the United Kingdom. During the stay of N.S. *Savannah* in port the Master shall co-operate as may be necessary with the Port Authority concerned in measures to ensure safety.

11. (a) Radiological control in N.S. *Savannah* and environmental monitoring shall be the responsibility of the Master of N.S. *Savannah* and shall be carried out in accordance with the requirements of the Ship's Operating Manual.

(b) The Government of the United Kingdom and the Port Authority concerned shall have the right to undertake such radiological monitoring in N.S. *Savannah* as they may consider necessary during her stay in any port in United Kingdom territory.

12. Arrangements relating to the control of public access to N.S. *Savannah* shall be the responsibility of the Master and shall be made in conjunction with authorities designated by the Government of the United Kingdom.

13. Authorities designated by the Government of the United Kingdom or by the Port Authority concerned shall have the right at any time to require the Master of N.S. *Savannah* to remove the ship from any port and/or to close down her reactor provided that due consideration shall be given to the safety of the ship and to the view of the Master.

14. The Government of the United States shall instruct the Master of N.S. *Savannah* that except as may be laid down in the Operating Manual and agreed by the Government of the United Kingdom, no work or operations which might give rise to a nuclear incident (including fuelling or defuelling operations) shall be undertaken within any port in United Kingdom territory.

15. The Government of the United States shall instruct the Master of N.S. *Savannah* to inform immediately the Government of the United Kingdom and any Port Authority concerned in the event of any accident to N.S. *Savannah* or other incident which might affect the safety of persons in United Kingdom territory and in such an event to consult with the Government of the United Kingdom and the Port Authority on the action to be taken.

16. In the event of the entry into force of any general multilateral convention relating to the safety and operating procedure of nuclear-powered merchant ships by which either the Government of the United States or the Government of the United Kingdom or both become bound, this Annex shall be amended by agreement between the two Governments so as to conform with the provisions of such convention or shall be terminated by either Government giving to the other not less than six months' notice of termination.

## ANNEX 2

1. In this Annex, the expression "Indemnification Agreement" means the Agreement of Indemnification between the United States Atomic Energy Commission and the United States Maritime Administration whereunder the Atomic Energy Commission acting under the authority of the United States Atomic Energy Act of 1954,[<sup>1</sup>] as amended, has agreed to indemnify the United States Maritime Administration and other persons indemnified against claims for public liability arising from a nuclear incident in connexion with the design, development, construction, operation, repair, maintenance or use of the N.S. *Savannah* to the amount of U.S. \$500 million including the reasonable costs of investigating and settling claims and defending suits for damage (the terms "person indemnified", "public liability" and "nuclear incident" being defined in Section 11 of the United States Atomic Energy Act of 1954,[<sup>2</sup>] as amended, are used in this Annex with the meanings there assigned to them).

2. The Government of the United States shall provide compensation for all loss, damage, death or injury in United Kingdom territory (including territorial waters) arising out of a nuclear incident involving N.S. *Savannah* to the extent that the Government of the United

<sup>1</sup> 68 Stat. 919; 42 U.S.C. § 2011 note.

<sup>2</sup> 71 Stat. 576; 42 U.S.C. § 2014.

States, the United States Maritime Administration or a person indemnified under the Indemnification Agreement is liable for public liability in respect of such loss, damage, death or injury.

3. The aggregate liability of the Government of the United States in accordance with Article 2 of this Annex shall not exceed \$500 million for any single incident regardless of where damage may be incurred.

4. In respect of the loss, damage, death or injury referred to in Article 2 above, and subject to the provisions of this Annex the Government of the United States and the United States Maritime Administration -

(a) shall not, in proceedings brought *in personam*, plead sovereign immunity but shall submit to the jurisdiction of courts in United Kingdom territory having jurisdiction;

(b) shall not seek to invoke the provisions of the law of any part of United Kingdom territory or any other law relating to limitation of liability;

(c) shall not pursue any right of recourse against any person who may have caused or contributed to such loss, damage, death or injury.

5. The Government of the United States shall ensure that prompt payment is made in respect of the liability referred to in Article 2 of this Annex.

6. If the Indemnification Agreement should for any reason be terminated or revised the Government of the United States shall not cause or permit the entry of N.S. *Savannah* into the internal or territorial waters of United Kingdom territory unless there is in effect either

(a) an agreement of indemnification entered into by the United States Atomic Energy Commission under the authority of Section 170 of the United States Atomic Energy Act of 1954, [¹] as amended, and affording an equivalent measure of indemnification to that provided by the Indemnification Agreement; or

(b) an agreement of indemnification in some other form acceptable to the Government of the United Kingdom.

7. The Maritime Transportation and Litigation Agreement of December 4, 1942 [²] shall not apply to any nuclear incident involving N.S. *Savannah*.

<sup>1</sup> 71 Stat. 576; 72 Stat. 525; 42 U.S.C. § 2210.

<sup>2</sup> EAS 282; 56 Stat. 1780.

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

No. 62

LONDON, June 19, 1964

**EXCELLENCY:**

I have the honor to acknowledge receipt of Your Excellency's note No. GN 1018/67 of this same date proposing an Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America, which Note read as follows:

"I have the honour to refer to discussions which have taken place between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America in anticipation of visits of N.S. *Savannah* to ports in United Kingdom territory. I now have the honour to propose an Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America in the following terms:

- "(1) The operation of N.S. *Savannah* shall be subject to the provisions of the present Agreement including, in respect of conditions for the use of waters and ports, those of Annex 1 which is an integral part hereof, and, in respect of legal liability, the provisions of Annex 2, which is also an integral part hereof.
- "(2) For the purposes of this Agreement, the term 'United Kingdom territory' means, except where otherwise expressly provided, the United Kingdom of Great Britain and Northern Ireland and any territory to which the Agreement has been extended in accordance with paragraph (3) of this Agreement.
- "(3) (a) The Government of the United Kingdom may at any time declare by notification in writing to the Government of the United States that this Agreement shall extend to all or any of the territories for the international relations of which the Government of the United Kingdom are responsible.  
(b) This Agreement shall, from the date of receipt of such notification, or from such other date as may be stated in the notification, extend to the territories specified therein.  
(c) The application of this Agreement to any territory in respect of which a notification of extension has been made may be terminated by a notification addressed to the Government of the United States by the Government of the United Kingdom. Such notification shall take effect from the date of its receipt, or from such other later date as may be stated therein.

"(4) Either Government may terminate this Agreement by notification addressed to the other, such termination to take effect six months after the date of such notification.

"(5) A copy of this Agreement shall be transmitted to the Inter-Governmental Maritime Consultative Organisation by the Government of the United Kingdom.

"2. If the above proposal is acceptable to the Government of the United States of America, I have the honour to suggest that this Note, together with Your Excellency's reply to that effect, shall be regarded as constituting an Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America on the above terms which shall enter into force on the date of Your Excellency's reply.

"ANNEX 1

"1. Entry of N.S. *Savannah* into any port in United Kingdom territory shall be subject to the prior approval of the Government of the United Kingdom and also, in the case of entry into any port of a territory outside the United Kingdom to which this Annex has been extended in accordance with paragraph (3) of the Agreement, the Government of that territory.

"2. To enable the Government of the United Kingdom to consider the grant of the approval referred to in Article 1 of this Annex, the Government of the United States shall provide sufficient information to enable the Government of the United Kingdom to satisfy themselves as to the safety of N.S. *Savannah*. This information shall be supplied in a form and at a time to be agreed and shall include detailed technical information concerning her design, construction, operation and the safeguards incorporated into the ship's nuclear plant and an analysis of hypothetical accidents. This information shall be supplemented from time to time by the Government of the United States to reflect significant design, construction and operation modifications which would necessitate a reappraisal of the Safety Assessment.

"3. The Government of the United States shall advise the Government of the United Kingdom that N.S. *Savannah* is constructed and equipped to comply with the requirements of the International Regulations for Preventing Collisions at Sea and with the requirements applicable to comparable ships propelled by conventional means of the International Conventions for the Safety of Life at Sea and respecting Load Lines for the time being in force as between the two Governments. If N.S. *Savannah* does not comply in all respects with the requirements of the aforesaid Regulations and Conventions, a schedule of the differences shall be furnished to the Government of the United Kingdom.

"4. The Government of the United States shall assure the Government of the United Kingdom that the Master, officers and crew members of

N.S. *Savannah* possess qualifications and experience appropriate to their responsibility and duties.

“5. (a) As soon as practicable after receipt of the information referred to in Articles 2 and 3 of this Annex, the Government of the United Kingdom shall notify the Government of the United States whether this information is acceptable as a basis for arrangements to be made for N.S. *Savannah* to enter such ports in United Kingdom territory as may be specified from time to time by the Government of the United Kingdom.

(b) The Government of the United Kingdom shall ensure that arrangements are made for the acceptance of N.S. *Savannah* in such specified ports in United Kingdom territory. The arrangements shall include arrangements with the appropriate port authorities and the provision of such services as may be required for the safety of N.S. *Savannah*.

“6. The Government of the United States shall ensure that timely information of the intended arrival of N.S. *Savannah* in any specified port in United Kingdom territory and of the route proposed to be followed after entry into the territorial waters of United Kingdom territory shall be given by the Operators or Master to the Port Authority concerned and to the Government of the United Kingdom.

“7. Authorities designated by the Government of the United Kingdom in accordance with arrangements to be made, shall have reasonable access to N.S. *Savannah* for the purpose of inspecting and monitoring her and her records and programme data while she is within the territorial waters of United Kingdom territory and determining whether she is in a safe condition and is being operated in accordance with the Ship’s Operating Manual.

“8. The Government of the United States shall ensure that no disposal of radioactive materials, including radioactive waste, shall take place from N.S. *Savannah* while she is within the territorial waters of United Kingdom territory without the prior approval of the Government of the United Kingdom.

“9. The Government of the United Kingdom shall accept radioactive waste removed from N.S. *Savannah* provided a specific request for removal has been made to and approved by the appropriate United Kingdom authorities and such waste is packaged in a manner satisfactory to those authorities.

“10. The Government of the United States shall ensure that the Master of N.S. *Savannah* shall maintain all safety precautions in any port in United Kingdom territory in accordance with the requirements of the Ship’s Operating Manual and the requirements of the Government of the United Kingdom. During the stay of N.S. *Savannah* in port the Master shall co-operate as may be necessary with the Port Authority concerned in measures to ensure safety.

"11. (a) Radiological control in N.S. *Savannah* and environmental monitoring shall be the responsibility of the Master of N.S. *Savannah* and shall be carried out in accordance with the requirements of the Ship's Operating Manual.

(b) The Government of the United Kingdom and the Port Authority concerned shall have the right to undertake such radiological monitoring in N.S. *Savannah* as they may consider necessary during her stay in any port in United Kingdom territory.

"12. Arrangements relating to the control of public access to N.S. *Savannah* shall be the responsibility of the Master and shall be made in conjunction with authorities designated by the Government of the United Kingdom.

"13. Authorities designated by the Government of the United Kingdom or by the Port Authority concerned shall have the right at any time to require the Master of N.S. *Savannah* to remove the ship from any port and/or to close down her reactor provided that due consideration shall be given to the safety of the ship and to the view of the Master.

"14. The Government of the United States shall instruct the Master of N.S. *Savannah* that except as may be laid down in the Operating Manual and agreed by the Government of the United Kingdom, no work or operations which might give rise to a nuclear incident (including fuelling or defuelling operations) shall be undertaken within any port in United Kingdom territory.

"15. The Government of the United States shall instruct the Master of N.S. *Savannah* to inform immediately the Government of the United Kingdom and any Port Authority concerned in the event of any accident to N.S. *Savannah* or other incident which might affect the safety of persons in United Kingdom territory and in such an event to consult with the Government of the United Kingdom and the Port Authority on the action to be taken.

"16. In the event of the entry into force of any general multilateral convention relating to the safety and operating procedure of nuclear-powered merchant ships by which either the Government of the United States or the Government of the United Kingdom or both become bound, this Annex shall be amended by agreement between the two Governments so as to conform with the provisions of such convention or shall be terminated by either Government giving to the other not less than six months' notice of termination.

"ANNEX 2

"1. In this Annex, the expression 'Indemnification Agreement' means the Agreement of Indemnification between the United States Atomic Energy Commission and the United States Maritime Administration whereunder the Atomic Energy Commission acting under the author-

ity of the United States Atomic Energy Act of 1954, as amended, has agreed to indemnify the United States Maritime Administration and other persons indemnified against claims for public liability arising from a nuclear incident in connexion with the design, development, construction, operation, repair, maintenance or use of the N.S. *Savannah* to the amount of U.S. \$500 million including the reasonable costs of investigating and settling claims and defending suits for damage (the terms 'person indemnified', 'public liability' and 'nuclear incident' being defined in Section 11 of the United States Atomic Energy Act of 1954, as amended, are used in this Annex with the meanings there assigned to them).

"2. The Government of the United States shall provide compensation for all loss, damage, death or injury in United Kingdom territory (including territorial waters) arising out of a nuclear incident involving N.S. *Savannah* to the extent that the Government of the United States, the United States Maritime Administration or a person indemnified under the Indemnification Agreement is liable for public liability in respect of such loss, damage, death or injury.

"3. The aggregate liability of the Government of the United States in accordance with Article 2 of this Annex shall not exceed \$500 million for any single incident regardless of where damage may be incurred.

"4. In respect of the loss, damage, death or injury referred to in Article 2 above, and subject to the provisions of this Annex the Government of the United States and the United States Maritime Administration –

(a) shall not, in proceedings brought *in personam*, plead sovereign immunity but shall submit to the jurisdiction of courts in United Kingdom territory having jurisdiction;

(b) shall not seek to invoke the provisions of the law of any part of United Kingdom territory or any other law relating to limitation of liability;

(c) shall not pursue any right of recourse against any person who may have caused or contributed to such loss, damage, death or injury.

"5. The Government of the United States shall ensure that prompt payment is made in respect of the liability referred to in Article 2 of this Annex.

"6. If the Indemnification Agreement should for any reason be terminated or revised the Government of the United States shall not cause or permit the entry of N.S. *Savannah* into the internal or territorial waters of United Kingdom territory unless there is in effect either

(a) an agreement of indemnification entered into by the United States Atomic Energy Commission under the authority of Section

170 of the United States Atomic Energy Act of 1954, as amended, and affording an equivalent measure of indemnification to that provided by the Indemnification Agreement; or

(b) an agreement of indemnification in some other form acceptable to the Government of the United Kingdom.

"7. The Maritime Transportation and Litigation Agreement of December 4, 1942 shall not apply to any nuclear incident involving N.S. *Savannah*."

The foregoing proposals are acceptable to the Government of the United States of America and I have the honor to confirm that your Note, together with this reply, shall be regarded as constituting an Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America which shall enter into force on today's date.

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

DAVID BRUCE

His Excellency

Rt. Hon. R. A. BUTLER, C.H., M.P.,  
*Secretary of State for Foreign Affairs,*  
*London.*

# PERU

## Weather Stations: Continuation of Cooperative Meteorological Program

*Agreement effected by exchange of notes*

*Signed at Lima July 7, 1964;*

*Entered into force July 7, 1964;*

*Operative January 1, 1963.*

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*The American Ambassador to the Peruvian Minister of Foreign Affairs*

No. 26

LIMA, July 7, 1964.

**EXCELLENCY:**

I have the honor to refer to the cooperative program between the Government of the United States of America and the Government of the Republic of Peru for the establishment and operation of a rawinsonde observation station at Lima during the International Geophysical Year. The cooperative program was established under the terms of an agreement between the Government of the United States of America and the Government of the Republic of Peru effected by an exchange of notes on April 17, 1957.<sup>[1]</sup> That agreement was extended by exchanges of notes on November 13 and December 24, 1958 and on December 30, 1959 and February 18, 1960.<sup>[2]</sup>

The purpose of this program is to increase our knowledge of the upper atmosphere and atmospheric phenomena. Immediate benefits would be the possibility of improved meteorological advices to aviation, industry, agriculture and commerce. I now have the honor to propose, in view of the mutual benefits which it is anticipated would result, that the Cooperative Meteorological Program be continued in accordance with the following principles:

1. Cooperating Agencies. The cooperating agencies shall be (1) for the Government of the Republic of Peru, The Peruvian Corporation of Airports and Commercial Aviation, hereinafter referred to as the Peruvian Cooperating Agency and (2) for the Government of the United States of America, the Weather Bureau, Department of Commerce, hereinafter referred to as the United States Cooperating Agency. The technical details necessary for carrying out the program shall be embodied in a Memorandum of Arrangement between

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<sup>1</sup> TIAS 3823; 8 UST 691.

<sup>2</sup> TIAS 4163, 4433; 10 UST 22; 11 UST 210.

the Cooperating Agencies. The Memorandum of Arrangement may be amended at any time by the concurrence of the Cooperating Agencies.

2. General Purposes. The general purposes of the present agreement shall be as follows:

(a) To provide for the continuation of a rawinsonde station at Lima, Peru, for securing reports of regularly scheduled and special rawinsonde observations; and

(b) To provide for the daily exchange of rawinsonde observations reports between the two Cooperating Agencies for the use of the respective countries, in addition to other exchanges previously established.

3. Title to Property. Title to all property supplied by or equipment furnished by the Peruvian Cooperating Agency shall be vested in that Agency and title to all equipment and all property purchased with funds supplied by the United States Cooperating Agency shall remain vested in that Agency.

4. Expenditures. All expenditures incurred by the United States Cooperating Agency shall be paid directly by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Peruvian Cooperating Agency shall be paid directly by the Government of the Republic of Peru.

5. Conduct of Work. Employees furnished by the United States Cooperating Agency shall be considered as being in the sole employment of the United States Cooperating Agency. The Peruvian Cooperating Agency and its officers and agents shall be held harmless from any liability whatsoever resulting from the use of the station equipment, including vehicles, by the United States agents or employees. Employees furnished by the Peruvian Cooperating Agency shall be considered as being in the sole employment of the Peruvian Cooperating Agency. The United States Cooperating Agency and its officers and agents shall be held harmless from any liability whatsoever resulting from the use of the station equipment, including vehicles, by the agents or employees of the Peruvian Cooperating Agency.

6. Exemption from Duties and Taxes. All equipment and supplies imported into the Republic of Peru by the United States Cooperating Agency for use in the cooperative program shall be admitted free of customs and import duties. Employees of the Government of the United States, whose services may be provided by the United States Cooperating Agency for the purpose of the present agreement, shall be exempt from all Peruvian income taxes and social security taxes. Such employees shall also be exempt from the payment of customs and import duties on one automobile or its replacement, household goods and personal effects, equipment and supplies imported into the Republic of Peru for their own use or that of the members of their immediate families.

7. Term. The agreement shall remain in force until sixty days following the date of a note from either Government to the other Government expressing a desire to terminate it. Participation on the part of either Government in the project contemplated by the present agreement shall be subject to the availability of funds appropriated by the legislative bodies of the respective Governments.

I have the honor to propose that this note and Your Excellency's reply concurring in the proposals contained herein shall constitute an agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply, operative retroactively as of January 1, 1963.

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

J. WESLEY JONES

His Excellency

Dr. FERNANDO SCHWALB LÓPEZ ALDANA,  
Minister of Foreign Affairs,  
Lima.

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*The Peruvian Minister of Foreign Affairs to the American Ambassador*

MINISTERIO DE RELACIONES EXTERIORES

NUMERO (Du) : 6-3/191

LIMA, 7 de julio de 1964.

SEÑOR EMBAJADOR:

Tengo la honra de avisar recibo de la nota de Vuestra Excelencia N° 26, del día de hoy, en la que tiene a bien referirse al programa cooperativo entre los Gobiernos del Perú y de los Estados Unidos de América, para el establecimiento y operación de una estación "rawinsonde" de observación en Lima durante el Año Geofísico Internacional.

Al respecto, me complazco en manifestar a Vuestra Excelencia que mi Gobierno acepta la continuación del programa cooperativo de observación meteorológica, de acuerdo con los siguientes principios:

1.—Dependencias Cooperadoras.— Las dependencias que cooperarán serán (1) por el Gobierno del Perú, la Corporación de Aeropuertos y Aviación Comercial del Perú, a la que en adelante se denominará Dependencia Cooperadora del Perú y (2) por el Gobierno de los Estados Unidos de América, el Weather Bureau, Departamento de Comercio, al que en adelante se llamará Dependencia Cooperadora de los Estados Unidos. Los detalles técnicos necesarios para llevar adelante el programa serán incorporados en un Memorandum de Arreglo entre las Dependencias Cooperadoras. El Memorandum de Arreglo podrá ser modificado en cualquier momento por acuerdo de las Dependencias Cooperadoras.

2.-Propósitos Generales.- Los fines generales del presente acuerdo serán los siguientes:

(a) Dictar disposiciones para la continuación de una estación "rawinsonde" en Lima, Perú, con el fin de obtener informes de observaciones "rawinsonde" en programas regulares y especiales; y

(b) Proveer el intercambio diario de información sobre observaciones "rawinsonde" entre las dos Dependencias Cooperadoras para su utilización por los respectivos países, además de otros intercambios de información previamente establecidos.

3.-Propiedad de los Bienes.- Todo objeto y equipo suministrado por la Dependencia Cooperadora del Perú quedará de propiedad de la misma, y todo equipo y objeto adquiridos con fondos proporcionados por la Dependencia Cooperadora de los Estados Unidos quedará de propiedad de esa Dependencia.

4.-Gastos.- Todo gasto en que incurra la Dependencia Cooperadora del Perú, relacionado con las obligaciones que asuma, será abonado directamente por el Gobierno del Perú, y todo gasto en que incurra la Dependencia Cooperadora de los Estados Unidos será abonado directamente por el Gobierno de los Estados Unidos de América.

5.-Desempeño de Labores.- Se considerará que los empleados que proporcione la Dependencia Cooperadora del Perú prestan servicios únicamente a esa Dependencia. Tanto la Dependencia Cooperadora del Perú, como sus funcionarios y agentes estarán libres de toda responsabilidad que pudiera resultar del uso del equipo de la estación, inclusive vehículos, por parte de los agentes o empleados de la Dependencia Cooperadora de los Estados Unidos. Se considerará que los empleados que proporcione la Dependencia Cooperadora de los Estados Unidos prestan servicios únicamente a dicha Dependencia. Tanto la Dependencia Cooperadora de los Estados Unidos como sus empleados y agentes estarán libres de toda responsabilidad que pudiera resultar del uso del equipo de la estación, inclusive vehículos, por los agentes o empleados de la Dependencia Cooperadora del Perú.

6.-Exoneración de Derechos e Impuestos.- Todo equipo y suministros importados a la República del Perú por la Dependencia Cooperadora de los Estados Unidos para utilizarse en el programa cooperativo serán admitidos libres de derechos de importación y de aduana. Los empleados del Gobierno de los Estados Unidos cuyos servicios proporcione la Dependencia Cooperadora de los Estados Unidos en relación con el presente acuerdo, estarán exentos de todos los impuestos a la renta y de los impuestos de seguro social del Perú. Dichos empleados también estarán exentos del pago de derechos de importación y aduana sobre un automóvil o su reemplazo, menaje de casa y, efectos personales, equipo y suministros importados a la República del Perú para su propio uso o el de los miembros de su familia más cercana.

7-Plazo.— El acuerdo estará vigente hasta un plazo de sesenta días posteriores a la fecha en que cualquiera de los dos Gobiernos notifique al otro por escrito su deseo de darlo por terminado. La participación por parte de cualquiera de los dos Gobiernos en el proyecto contemplado en el presente acuerdo estará sujeta a la disponibilidad de fondos asignados por los cuerpos legislativos de los respectivos Gobiernos.

Mi Gobierno considera que la presente nota, y la de Vuestra Excelencia de la misma fecha y en iguales términos, constituyen un acuerdo que entrará en vigencia en la fecha indicada en ellas, con efectividad retroactiva al 1º de enero de 1963.

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

F. SCHWALB

Al Excelentísimo señor J. WESLEY JONES,  
*Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América.  
Ciudad*

*Translation*

MINISTRY FOR FOREIGN AFFAIRS

No. (DU) : 6-3/191

LIMA, July 7, 1964

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 26 of today's date in which you refer to the cooperative program between the Governments of Peru and the United States of America for the establishment and operation of a rawinsonde observation station at Lima during the International Geophysical Year.

In this respect, I take pleasure in informing Your Excellency that my Government agrees to the continuation of the cooperative meteorological observation program, in accordance with the following principles:

[For the English language text see *ante*, pp. 1523-1525.]

My Government considers that this note, and Your Excellency's note of the same date and tenor, constitute an agreement that will enter into force on the date indicated therein, operative retroactively as of January 1, 1963.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

F. SCHWALB

His Excellency

J. WESLEY JONES,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

# MEXICO

## Relief From Double Taxation on Earnings From Operation of Ships and Aircraft

*Agreement effected by exchange of notes  
Signed at Washington August 7, 1964;  
Entered into force August 7, 1964.*

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*The Secretary of State to the Mexican Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
August 7, 1964

EXCELLENCY:

I have the honor to refer to conversations between representatives of the Government of the United States of America and representatives of the Government of Mexico relating to the possibility of concluding an agreement between the two Governments with a view to granting, on a reciprocal basis, relief from double taxation on the earnings derived from the operation of ships and aircraft.

The Government of the United States of America agrees as follows:

1. The Government of the United States of America, in accordance with sections 872 (b) and 883 of its Internal Revenue Code of 1954 [<sup>1</sup>] shall, on the basis of an equivalent exemption granted by the Government of Mexico to citizens of the United States of America and to corporations organized in the United States of America, exclude from gross income and exempt from income tax all earnings derived
  - (a) by a corporation organized in Mexico, or
  - (b) by an individual who is a citizen of Mexico nonresident in the United States of America

from the operation of a ship or ships documented, and from the operation of aircraft registered, under the laws of Mexico.

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<sup>1</sup> 68A Stat. 280, 283; 26 U.S.C. §§ 872(b), 883.

2. For the purpose of this agreement,
  - (a) the expressions "operation of a ship or ships" and "operation of aircraft" mean the business or enterprise, carried on by owners or charterers of a ship or ships, or of aircraft, as the case may be, of
    - (i) transporting persons, including the embarking and debarking of passengers, or
    - (ii) transporting articles, mails, and other cargo, including the loading and unloading thereof, or
    - (iii) both (i) and (ii)
  - (b) the term "earnings" means income derived from the activities described in sub-paragraph (a) hereof, including the sale of tickets in the United States of America.
3. The exclusions and exemptions provided in paragraph (1)
  - (a) shall be accorded even though the corporation was resident in the United States of America by reason of engaging in trade or business therein at any time within the taxable year and even though the individual was engaged in trade or business within the United States of America at any time within the taxable year, regardless of the activities constituting such trade or business;
  - (b) shall be applicable with respect to taxable years beginning on or after January 1, 1964.
4. Either of the two Governments may terminate this agreement by giving to the other Government six months' prior notice of termination in writing, and in such event, the agreement shall cease to be effective for the taxable years beginning on or after the first day of January next following the expiration of the six month period.

The Government of the United States of America will consider this note, together with your note of reply confirming that the Government of Mexico agrees to terms corresponding to those outlined above, as constituting an agreement between the two Governments. The agreement shall enter into force on the date of the note by which the Government of Mexico expresses its acceptance of the said agreement.

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

For the Secretary of State:

THOMAS C. MANN

His Excellency

ANTONIO CARRILLO FLORES

*Ambassador of Mexico*

*The Mexican Ambassador to the Secretary of State*

EMBAJADA DE MEXICO

2863

WASHINGTON, D.C., 7 de agosto de 1964

SEÑOR SECRETARIO:

Tengo el honor de referirme a la nota de Vuestra Excelencia, de esta misma fecha, en la cual se estipula que, con el fin de evitar la doble imposición sobre los ingresos provenientes de la operación de barcos matriculados y aeronaves registradas bajo las leyes de México, el Gobierno de Estados Unidos de América está de acuerdo en otorgar a título de reciprocidad, la exención del mencionado impuesto a corporaciones organizadas en México y a individuos ciudadanos de México no residentes de Estados Unidos de América, en los términos especificados en dicha nota.

Recíprocamente, el Gobierno de los Estados Unidos Mexicanos conviene en lo siguiente:

1.- El Gobierno de México, con base en la exención equivalente que conceda el Gobierno de Estados Unidos de América a ciudadanos de México y a corporaciones organizadas en México, excluirá del ingreso bruto y otorgará exención de impuesto a todos los ingresos obtenidos: (a) por una corporación organizada en Estados Unidos de América o (b) por una persona física individual que sea ciudadano de Estados Unidos de América y no sea residente en México, provenientes de la operación de uno o más barcos matriculados o aeronaves registradas bajo las leyes de Estados Unidos de América.

2.- Para los fines de este acuerdo:

(a) la frase "operación de un barco o barcos" y "operación de aeronaves", significa el negocio o la empresa realizados por dueños o fletadores de barcos o aeronaves, según sea el caso, de transporte de personas, incluso el embarque y desembarque de pasajeros, y el transporte de artículos, correspondencia y bultos postales, y otros cargamentos incluyendo la carga y descarga de los mismos.

(b) El término "ingresos" significa los ingresos derivados de las actividades descritas en este párrafo, incluso la venta de boletos en México.

3.- Las exclusiones y exenciones estipuladas en el párrafo 1:

(a) serán otorgadas aun cuando la corporación fuera residente en México en virtud de dedicarse al comercio o a negocios en el país, en cualquier tiempo dentro del año fiscal y aun cuando las personas físicas hayan estado dedicadas en México al comercio o a negocios dentro del año fiscal, independientemente de las actividades que constituyan tales comercio o negocios;

y

(b) serán aplicables respecto de años fiscales a partir del primer día de enero de 1964.

4.—Cualquiera de los dos Gobiernos podrá dar por terminado este acuerdo con aviso previo de seis meses por escrito al otro Gobierno y, en tal caso, el acuerdo dejará de surtir efectos respecto de años fiscales contados a partir del día primero de enero siguiente a la expiración del período de seis meses.

Mi Gobierno considera que la nota de Vuestra Excelencia junto con esta nota en respuesta aceptando los términos propuestos, constituyen un acuerdo entre los dos Gobiernos, que entra en vigor en la fecha de la presente nota.

Reitero a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

ANTONIO CARRILLO  
*Embajador*

Excelentísimo señor DEAN RUSK  
*Secretario de Estado*  
*Washington, D.C.*

*Translation*

EMBASSY OF MEXICO

2863

WASHINGTON, D.C., August 7, 1964

MR. SECRETARY:

I have the honor to refer to Your Excellency's note of this same date, in which it is stated that in order to avoid double taxation on earnings from the operation of ships documented and aircraft registered under the laws of Mexico, the Government of the United States of America agrees to grant, on a reciprocal basis, an exemption from the income tax to corporations organized in Mexico and to individuals who are citizens of Mexico nonresident in the United States of America, according to the terms specified in the aforesaid note.

Reciprocally, the Government of the United Mexican States agrees as follows:

1. On the basis of the equivalent exemption granted by the Government of the United States of America to citizens of Mexico and to corporations organized in Mexico, the Government of Mexico will exclude from gross income and exempt from income tax all earnings derived (a) by a corporation organized in the United States of America, or (b) by a natural person who is a citizen of the United States nonresident in Mexico, from the operation of a ship or ships documented or aircraft registered under the laws of the United States of America.

2. For the purposes of this agreement.

(a) The expressions "operation of a ship or ships" and "operation of aircraft" mean the business or enterprise carried on by owners or charterers of ships or aircraft, as the case may be, of transporting persons including the embarking and debarking of passengers, and transporting articles, correspondence and postal parcels, and other cargo, including the loading and unloading thereof,

(b) The term "earnings" means income derived from the activities described in this paragraph, including the sale of tickets in Mexico.

3. The exclusions and exemptions stipulated in paragraph 1

(a) Shall be accorded even though the corporation was resident in Mexico by reason of engaging in trade or business in the country at any time within the taxable year and even though the natural persons were engaged in trade or business in Mexico within the taxable year, regardless of the activities constituting such trade or business, and

(b) Shall be applicable with respect to taxable years beginning on or after January 1, 1964.

4. Either of the two Governments may terminate this agreement by giving to the other Government six months' prior notice in writing, and in such event the agreement shall cease to be effective for the taxable years beginning on or after the first day of January next following the expiration of the six-month period.

My Government considers that Your Excellency's note and this note in reply accepting the proposed terms constitute an agreement between the two Governments, which enters into force on the date of this note.

I renew to Your Excellency the assurances of my highest and most distinguished consideration.

ANTONIO CARRILLO  
*Ambassador*

His Excellency

DEAN RUSK,

*Secretary of State,  
Washington, D.C.*

# MALI

## Guaranty of Private Investments

*Agreement effected by exchange of notes  
Dated at Bamako June 4 and 9, 1964;  
Entered into force June 9, 1964.*

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

*Translation*

No. 95

BAMAKO, June 4, 1964

### INVESTMENT GUARANTY AGREEMENT

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to investments in Mali which further the development of the economic resources and productive capacities of Mali, and to guaranties of such investments by the Government of the United States of America. I also have the honor to confirm the following understandings reached as a result of those conversations:

1. The Government of the United States of America and the Government of Mali shall, upon the request of either Government, consult concerning investments in Mali which the Government of the United States of America may guaranty.
2. The Government of the United States of America shall not guaranty an investment in Mali unless the Government of Mali approves the activity to which the investment relates and recognizes that the Government of the United States of America may guaranty such investment.
3. If an investor transfers to the Government of the United States of America pursuant to an investment guaranty, (a) lawful currency, including credits thereof, of Mali, (b) any claims or rights which the investor has or may have arising from the business activities of the investor in Mali or from the events entitling the investor to payment under the investment guaranty, or (c) all or part of the interest of the investor in any property (real or personal, tangible or intangible) within Mali, the Government of Mali shall recognize such transfer as valid and effective.

4. Lawful currency of Mali, including credits thereof, which is acquired by the Government of the United States of America pursuant to a transfer of currency or from the sale of property transferred under an investment guaranty shall be accorded treatment by the Government of Mali with respect to exchange, repatriation or use thereof, not less favorable than that accorded to funds of nationals of the United States of America derived from activities similar to those in which the investor had been engaged, and such currency may in any event be used by the Government of the United States of America for any of its expenditures in Mali.

5. Any dispute regarding the interpretation or application of the provisions of this Agreement or any claim against the Government of Mali to which the Government of the United States of America may succeed as transferee or which may arise from the events causing payment under an investment guaranty shall, upon the request of either Government, be the subject of negotiations between the two Governments and shall be settled, insofar as possible, in such negotiations. If, within a period of three months after a request for negotiation, the two Governments are unable to settle any such dispute or claim by agreement, the dispute or claim shall be referred, upon the initiative of either Government, to a sole arbitrator, selected by mutual agreement, for final and binding determination in light of the applicable principles of international law. If the two Governments are unable to select an arbitrator within a period of three months after indication by either Government of its desire to arbitrate, the President of the International Court of Justice shall, at the request of either Government, designate the arbitrator.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Mali, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on the date of your note in reply.

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

BAYARD KING  
*Chargé d'Affaires ad interim  
of the United States of America*

His Excellency

BARÉMA BOUCUM,  
*Minister of Foreign Affairs  
of the Republic of Mali.*

No. 95

BAMAKO, le 4 juin, 1964.

**ACCORD****RELATIF AUX GARANTIES D'INVESTISSEMENT****EXCELLENCE:**

J'ai l'honneur de me référer aux conversations qui ont eu lieu récemment entre les représentants de nos deux gouvernements au sujet des investissements au Mali qui accélèrent le développement des ressources économiques et de la capacité de production du Mali, et au sujet de l'émission de garanties de ces investissements par le Gouvernement des Etats-Unis d'Amérique. J'ai également l'honneur de confirmer les arrangements suivants qui sont le résultat de ces conversations:

1. Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Mali se consulteront, à la requête de l'un ou de l'autre d'entre eux, au sujet d'investissements au Mali à l'égard desquels des garanties pourraient être données par le Gouvernement des Etats-Unis d'Amérique.

2. Le Gouvernement des Etats-Unis d'Amérique ne garantira aucun investissement au Mali à moins que le Gouvernement du Mali n'approuve l'activité sur laquelle porte cet investissement et ne reconnaîsse au Gouvernement des Etats-Unis d'Amérique le droit de garantir un tel investissement.

3. Si une personne ayant effectué un investissement transfère au Gouvernement des Etats-Unis d'Amérique, en vertu d'une garantie de cet investissement, (a) des montants en devises légales, y compris les crédits en devises légales au Mali, (b) toutes réclamations ou droits existant ou pouvant survenir du fait de ses activités au Mali ou du fait de circonstances l'habilitant à recevoir un paiement au titre de la garantie d'investissement, ou (c) le tout ou une partie de l'intérêt de la personne ayant effectué un investissement dans une propriété (immobilière ou mobilière, tangible ou intangible) située au Mali, le Gouvernement du Mali reconnaîtra ce transfert comme une opération valable et réelle.

4. Les devises légales du Mali, y compris les crédits en devises légales, acquis par le Gouvernement des Etats-Unis d'Amérique en vertu d'un transfert de devises ou d'une vente de propriété transférée au titre d'une garantie d'investissement, recevront de la part du Gouvernement du Mali, en ce qui concerne leur échange, leur rapatriement ou leur utilisation, un traitement qui ne sera pas moins favorable que celui accordé à des fonds appartenant à des ressortissants des Etats-Unis d'Amérique qui proviennent d'activités semblables à celle de la personne ayant effectué des investissements, et ces devises pourront en tout cas être utilisées par le Gouvernement des Etats-Unis d'Amérique pour toutes dépenses au Mali.

5. Tout litige concernant l'interprétation ou l'application des dispositions du présent Accord, ou toute réclamation contre le Gou-

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vernement du Mali à laquelle le Gouvernement des Etats-Unis d'Amérique peut succéder en sa qualité de bénéficiaire d'un transfert, ou en conséquence d'un paiement au titre d'une garantie d'investissement, seront l'objet de négociations entre les deux Gouvernements, à la demande de l'un ou de l'autre d'entre eux, et seront réglés dans toute la mesure du possible par ces négociations. Si, après un délai de trois mois après une demande de négociation, les deux Gouvernements ne parviennent pas à régler un tel litige ou une telle réclamation par un accord, le litige ou la réclamation seront renvoyés, sur l'initiative de l'un ou de l'autre des Gouvernements, à un arbitre unique, choisi d'un commun accord, pour une décision définitive et obligatoire en fonction des principes de droit international applicables. Si les deux Gouvernements ne parviennent pas à choisir un arbitre dans un délai de trois mois après que l'un ou l'autre des Gouvernements ait manifesté son désir d'avoir recours à l'arbitrage, le Président de la Cour Internationale de Justice nommera l'arbitre à la requête de l'un ou de l'autre Gouvernement.

Dès réception d'une note de Votre Excellence indiquant que les dispositions ci-dessus sont acceptables au Gouvernement du Mali, le Gouvernement des Etats-Unis d'Amérique considérera que cette Note et votre réponse à celle-ci constitueront un Accord entre nos deux Gouvernement à ce sujet, l'Accord entrant en vigueur à la date de votre réponse.

Je vous prie de croire, Excellence, à l'assurance de ma très haute considération.

BAYARD KING  
Chargé d'Affaires a.i.  
des Etats-Unis d'Amérique.

Son Excellence  
BARÉMA BOCOUM,  
Ministre des Affaires Etrangères  
de la République du Mali.

*The Malian Ministry of Foreign Affairs to the American Embassy*

RÉPUBLIQUE DU MALI

MK/ND  
Ministère des Affaires Etrangères  
- Division Economique -  
N° 1112/AE.DE

Le Ministère des Affaires étrangères de la République du Mali présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et a l'honneur d'accuser réception de la note n° 95 en date du 4 juin 1964 relative à l'Accord sur les garanties d'investissements.

Le Ministère des Affaires étrangères de la République du Mali accepte les arrangements déterminés dans la note précitée et qui sont les résultats des conversations qui ont eu lieu récemment entre les représentants du Gouvernement des Etats-Unis d'Amérique et du Gouvernement de la République du Mali.

En espérant que ces arrangements encourageront les investissements privés américains pour des projets estimés avantageux pour l'économie du Mali, le Ministère des Affaires étrangères de la République du Mali saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique les assurances de sa haute considération.

*KOULOUBA, le -9 juin 1964*

[SEAL]

AMBASSADE  
DES ETATS-UNIS D'AMERIQUE  
*Bamako*

*Translation*

REPUBLIC OF MALI

MK/N.D  
Ministry of Foreign Affairs  
Economic Division  
No. 1112/AE.DE

The Ministry of Foreign Affairs of the Republic of Mali presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of note No. 95 of June 4, 1964 concerning the Investment Guaranty Agreement.

The Ministry of Foreign Affairs of the Republic of Mali agrees to the understandings set forth in the above-mentioned note, which are the result of the recent conversations between representatives of the Government of the United States of America and the Government of the Republic of Mali.

In the hope that these understandings will promote private American investments for projects considered beneficial to the economy of Mali, the Ministry of Foreign Affairs of the Republic of Mali avails itself of this occasion to renew to the Embassy of the United States of America the assurances of its high consideration.

[Initialed]

*KOULOUBA, June 9, 1964*

[SEAL]

EMBASSY OF THE  
UNITED STATES OF AMERICA,  
*Bamako.*

# JAPAN

## Double Taxation: Taxes on Income

*Protocol modifying and supplementing the convention of April 16, 1954.*

*Signed at Tokyo May 7, 1960;*

*Ratification advised by the Senate of the United States of America July 29, 1964;*

*Ratified by the President of the United States of America August 5, 1964;*

*Ratified by Japan August 14, 1964;*

*Ratifications exchanged at Washington September 2, 1964;*

*Proclaimed by the President of the United States of America September 8, 1964;*

*Entered into force September 2, 1964.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS the protocol modifying and supplementing the convention between the United States of America and Japan for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income was signed at Tokyo on May 7, 1960 by their respective Plenipotentiaries, the original of which protocol is word for word as follows:

**PROTOCOL MODIFYING AND SUPPLEMENTING THE CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND JAPAN FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME**

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

Desiring to conclude a further Protocol modifying and supplementing the Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income signed at Washington on April 16, 1954, [¹] as supplemented by the Protocol signed at Tokyo on March 23, 1957, [²]

Have accordingly appointed their respective representatives for this purpose, who have agreed as follows:

**ARTICLE I**

Paragraph (1)(h) of Article II shall be deleted and replaced by the following:

“(h) The term ‘competent authorities’ means, in the case of the United States, the Secretary of the Treasury or his authorized representative; and, in the case of Japan, the Minister of Finance or his authorized representative.”

**ARTICLE II**

Article VI shall be deleted and replaced by the following:

**“ARTICLE VI**

“(1) The rate of tax imposed by one of the contracting States on interest received from sources within such State by a resident or corporation or other entity of the other contracting State not having a permanent establishment in the former State shall not exceed 15 percent.

“(2) Notwithstanding the provisions of paragraph (1),

“(a) The Bank of Japan and the Export-Import Bank of Japan shall be exempt from tax by the United States on interest received by such Banks from sources within the United States; and

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<sup>¹</sup> TIAS 3176; 6 UST 149.

<sup>²</sup> TIAS 3901; 8 UST 1445.

"(b) The Federal Reserve Banks of the United States and the Export-Import Bank of Washington shall be exempt from tax by Japan on interest received by such Banks from sources within Japan.

"(3) The term 'interest' as used in this Article, means interest on bonds, securities, notes, debentures, or any other form of indebtedness (including mortgages or bonds secured by real property)."

### ARTICLE III

In Article VIII, the words "with respect to such income" shall be inserted immediately before the words "for any taxable year".

### ARTICLE IV

Article X shall be deleted and replaced by the following:

#### "ARTICLE X

"(1) (a) Salaries, wages, or similar compensation, and pensions or annuities paid by, or paid out of funds created by, the Government of the United States to an individual who is a citizen of the United States (other than an individual who has been admitted to Japan for permanent residence therein) with respect to services rendered as an employee of the Government of the United States in the discharge of governmental functions shall be exempt from tax by Japan.

"(b) Salaries, wages, or similar compensation, and pensions or annuities paid by the Government of Japan, or paid out of funds to which the Government of Japan contributes, to an individual who is a national of Japan (other than an individual who has been admitted to the United States for permanent residence therein) with respect to services rendered as an employee of the Government of Japan in the discharge of governmental functions shall be exempt from tax by the United States.

"(c) The provisions of this paragraph shall not apply to salaries, wages, or similar compensation, and pensions or annuities paid with respect to services rendered in connection with any trade or business carried on by the Government of either contracting State for purposes of profit.

"(2) Pensions or annuities (whether representing employee or employer contributions or accretions thereto) paid by the Government of one of the contracting States, or paid out of the respective funds referred to in (a) or (b) of paragraph (1), to an individual who is a resident of the other contracting State shall be exempt from tax by the former State to the extent that such payments are allocable to services the remuneration for which was exempt from tax by the former State."

### ARTICLE V

Paragraph (b) of Article XIII shall be deleted and replaced by the following:

“(b) Interest paid by one of the contracting States, including local governments thereof, or by an enterprise of one of the contracting States shall be treated as income from sources within such State, except that interest (other than that paid on indebtedness in connection with the purchase of ships or aircraft) paid

- (i) by an enterprise of one of the contracting States with a permanent establishment outside both contracting States to a resident or corporation or other entity of the other contracting State, or
- (ii) by an enterprise of one of the contracting States with a permanent establishment in the other contracting State

on indebtedness incurred for the use of, or on banking deposits made with, the permanent establishment in the conduct of its trade or business shall be treated as income from sources within the State where the permanent establishment is situated.”

### ARTICLE VI

The second and third sentences of paragraph (a) of Article XIV shall be deleted and replaced by the following:

“The United States shall, however, deduct from its tax so calculated the amount of the tax of Japan. Except as otherwise provided in this Convention, the amount of the tax of Japan thus to be deducted shall be determined in accordance with the revenue laws of the United States.”

### ARTICLE VII

The provisions of the supplementary Protocol between the United States of America and Japan signed at Tokyo on March 23, 1957 shall terminate when the provisions of Article VI of the Convention of April 16, 1954, as modified and supplemented by Article II of the present Protocol, enter into effect.

### ARTICLE VIII

(1) The present Protocol shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

(2) The present Protocol shall enter into force on the date of exchange of instruments of ratification and shall be applicable to income or profits derived during the taxable years beginning on or after the first day of January of the calendar year in which such exchange takes place.

(3) The present Protocol shall continue in force as long as the aforesaid Convention of April 16, 1954 remains effective.

DONE in duplicate, in the English and Japanese languages, at Tokyo,  
this seventh day of May, 1960.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

DOUGLAS MACARTHUR 2<sup>nd</sup>

FOR THE GOVERNMENT OF JAPAN:

AIICHIRO FUJIYAMA

アメリカ合衆国政府のために

TIAS 5637

日本国政府のために

*Arthur MacArthur Jr.*

*Arthur MacArthur Jr.*

## 第八条

(1) この議定書は、批准されなければならない。批准書は、できる限りすみやかにワシントンで交換されるものとする。

(2) この議定書は、批准書の交換の日に効力を生じ、その交換が行なわれた年の一月一日以後に開始する各課税年度において生ずる所得又は利得について適用する。

(3) この議定書は、前記の千九百五十四年四月十六日の条約が有効である限り効力を有する。

千九百六十年五月七日に東京で、英語及び日本語により本書二通を作成した。

## 第六条

第十四条(a)第二文及び第三文を削り、次の規定を置く。

ただし、合衆国は、その租税から日本国の租税の額を控除するものとする。このように控除される日本国の租税の額は、この条約に別段の定めがある場合を除き、合衆国の歳入に関する法令に従つて決定される。

## 第七条

千九百五十七年三月二十三日に東京で署名されたアメリカ合衆国と日本国との間の補足議定書の規定は、この議定書第二条の規定によつて修正され、かつ、補足された千九百五十四年四月十六日の条約第六条の規定が効力を生ずる時に効力を失う。

生ずる所得として取り扱う。ただし、船舶又は航空機の購入に係る債務に関して支払う利子を除き、

(1) 一方の締約国の企業で両締約国外に恒久的施設を有するものが他方の締約国の居住者若しくは法人その他の団体に対して支払う利子又は

(ii) 一方の締約国の企業で他方の締約国内に恒久的施設を有するものが支払う利子

であつて、その恒久的施設の営業又は事業の遂行に当たつてその使用のために負担した債務又はその受け入れた金融業務に係る預金に関するものは、その恒久的施設が存在する国の源泉から生ずる所得として取り扱う。

(2)

他方の締約国の居住者である個人に対し、一方の締約国の政府が支払い、又は(1)(a)若しくは(1)(b)にいうそれぞれの基金から支払われる恩給又は年金へ雇用者又は被用者の掛け金によるものであると又はその増加分によるものであるとを問わない。一は、その支払金額のうち当該一方の締約国が報酬について租税を免除した役務に対応する部分の額を限度として、当該一方の締約国の租税を免除される。

### 第五条

第十三条(b)を削り、次の規定を置く。

(b) 一方の締約国へその地方公共団体を含む。一又は一方の締約国の企業が支払う利子は、当該一方の締約国内の源泉から

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| (o)  | (b)        |
| <p>日本国の租税を免除される。</p> <p>政府の職務の遂行として日本国政府の被用者により提供された役務について、日本国の国民である個人一永住のため合衆国に入国することを許可された者を除く。一に対し、日本国政府が支払い、又は日本国政府の支出に係る基金から支払われる給料、賃金又はこれらに類する報酬及び恩給又は年金は、合衆国の租税を免除される。</p> <p>この項の規定は、いすれか一方の締約国の政府が利得を得る目的で営む営業又は事業に関して提供された役務につき支払われる給料、賃金又はこれらに類する報酬及び恩給又は年金については、適用しない。</p> | <p>日本国</p> |

### 第三条

第八条中「いづれの課税年度についても」の上に「当該所得について、」を加える。

### 第四条

第十条を削り、次の規定を置く。

### 第十条

(1) 政府の職務の遂行として合衆国政府の被用者により提供さ

(2) れた役務について、合衆国の市民である個人一永住のため日本国に入国することを許可された者を除く。一に対し、合衆国政府が支払い、又は合衆国政府が設立する基金から支払われる給料、賃金又はこれらに類する報酬及び恩給又は年金は、

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| <p>(3)</p> <p>又は債券を含む。一の利子をいう。</p> | <p>(2)</p> <p>する利子に對して当該一方の締約国が課する租税の税率は、百分の十五をこえてはならない。</p> <p>(1) の規定にかかわらず、</p> <p>(a) 日本銀行及び日本輸出入銀行は、合衆国内の源泉から取得する利子について、合衆国の租税を免除される。</p> <p>(b) 合衆国連邦準備銀行及びワシントン輸出入銀行は、日本国内の源泉から取得する利子について、日本国の租税を免除される。</p> |
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者は、次のとおり協定した。

### 第一条

第二条(1)(ii)を削り、次の規定を置く。

(ii)

「権限のある当局」とは、合衆国については財務長官又は財務長官が権限を与えた代理者をいい、日本国については大蔵大臣又は大蔵大臣が権限を与えた代理者をいう。

### 第二条

第六条を削り、次の規定を置く。

### 第六条

(1) 一方の締約国内に恒久的施設を有しない他方の締約国の居住者又は法人その他の団体が当該一方の締約国内の源泉から取得

所得に対する租税に関する二重課税の回避及び脱税の防止のためのアメリカ合衆国と日本国との間の条約を修正補足する議定書

アメリカ合衆国政府及び日本国政府は、

千九百五十七年三月二十三日に東京で署名された議定書により補足された千九百五十四年四月十六日にワシントンで署名された所得に対する租税に関する二重課税の回避及び脱税の防止のための条約をさらに修正補足する議定書を締結することを希望して、よつて、このため、それぞれの代表者を任命した。これらの代表

WHEREAS the Senate of the United States of America, by their resolution of July 29, 1964, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid protocol;

WHEREAS the aforesaid protocol was duly ratified by the President of the United States of America on August 5, 1964, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of Japan;

WHEREAS it is provided in Article VIII of the aforesaid protocol that the protocol shall enter into force on the date of exchange of instruments of ratification and shall be applicable to income or profits derived during the taxable year beginning on or after the first day of January of the calendar year in which such exchange takes place;

AND WHEREAS the respective instruments of ratification of the aforesaid protocol were duly exchanged at Washington on September 2, 1964 by the respective Plenipotentiaries of the United States of America and Japan;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the aforesaid protocol of May 7, 1960 to the end that the said protocol and each and every article and clause thereof may 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 hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eighth day of September in the year of our Lord one thousand nine hundred sixty-four and [SEAL] of the Independence of the United States of America the one hundred eighty-ninth.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

TIAS 5637

U.S. GOVERNMENT PRINTING OFFICE: 1964 O-38-082



# CANADA

## **Columbia River Basin: Cooperative Development of Water Resources**

*Treaty, with annexes, signed at Washington January 17, 1961;  
Ratification advised by the Senate of the United States of America  
March 16, 1961;*

*Ratified by the President of the United States of America March 23,  
1961;*

*Ratified by Canada September 16, 1964;*

*Ratifications exchanged at Ottawa September 16, 1964;*

*Proclaimed by the President of the United States of America Sep-  
tember 16, 1964;*

*Entered into force September 16, 1964.*

*With related agreements*

*Effectuated by exchanges of notes*

*Signed at Washington January 22, 1964, and at Ottawa Septem-  
ber 16, 1964.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS the treaty between the United States of America and Canada relating to cooperative development of the water resources of the Columbia River basin was signed at Washington on January 17, 1961 by their respective Plenipotentiaries, the original of which treaty is word for word as follows:

**TREATY BETWEEN THE UNITED STATES OF AMERICA AND  
CANADA RELATING TO COOPERATIVE DEVELOPMENT OF  
THE WATER RESOURCES OF THE COLUMBIA RIVER BASIN**

The Governments of the United States of America and Canada  
Recognizing that their peoples have, for many generations, lived  
together and cooperated with one another in many aspects of their  
national enterprises for the greater wealth and happiness of their  
respective nations, and

Recognizing that the Columbia River basin, as a part of the territory  
of both countries, contains water resources that are capable of  
contributing greatly to the economic growth and strength and to the  
general welfare of the two nations, and

Being desirous of achieving the development of those resources in  
a manner that will make the largest contribution to the economic progress  
of both countries and to the welfare of their peoples of which  
those resources are capable, and

Recognizing that the greatest benefit to each country can be secured  
by cooperative measures for hydroelectric power generation and flood  
control, which will make possible other benefits as well,

Have agreed as follows:

**ARTICLE I****Interpretation****(1) In the Treaty, the expression**

- (a) "average critical period load factor" means the average of the monthly load factors during the critical stream flow period;
- (b) "base system" means the plants, works and facilities listed in the table in Annex B as enlarged from time to time by the installation of additional generating facilities, together with any other plants, works or facilities which may be constructed on the main stem of the Columbia River in the United States of America;
- (c) "Canadian storage" means the storage provided by Canada under Article II;
- (d) "critical stream flow period" means the period, beginning with the initial release of stored water from full reservoir conditions and ending with the reservoirs empty, when the water available from reservoir releases plus the natural

- stream flow is capable of producing the least amount of hydroelectric power in meeting system load requirements;
- (e) "consumptive use" means use of water for domestic, municipal, stock-water, irrigation, mining or industrial purposes but does not include use for the generation of hydroelectric power;
- (f) "dam" means a structure to impound water, including facilities for controlling the release of the impounded water;
- (g) "entity" means an entity designated by either the United States of America or Canada under Article XIV and includes its lawful successor;
- (h) "International Joint Commission" means the Commission established under Article VII of the Boundary Waters Treaty, 1909,<sup>[1]</sup> or any body designated by the United States of America and Canada to succeed to the functions of the Commission under this Treaty;
- (i) "maintenance curtailment" means an interruption or curtailment which the entity responsible therefor considers necessary for purposes of repairs, replacements, installations of equipment, performance of other maintenance work, investigations and inspections;
- (j) "monthly load factor" means the ratio of the average load for a month to the integrated maximum load over one hour during that month;
- (k) "normal full pool elevation" means the elevation to which water is stored in a reservoir by deliberate impoundment every year, subject to the availability of sufficient flow;
- (l) "ratification date" means the day on which the instruments of ratification of the Treaty are exchanged;
- (m) "storage" means the space in a reservoir which is usable for impounding water for flood control or for regulating stream flows for hydroelectric power generation;
- (n) "Treaty" means this Treaty and its Annexes A and B;
- (o) "useful life" means the time between the date of commencement of operation of a dam or facility and the date of its permanent retirement from service by reason of obsolescence or wear and tear which occurs notwithstanding good maintenance practices.
- (2) The exercise of any power, or the performance of any duty, under the Treaty does not preclude a subsequent exercise or performance of the power or duty.

<sup>[1]</sup> TS 548; 36 Stat. 2451.

**ARTICLE II****Development by Canada**

- (1) Canada shall provide in the Columbia River basin in Canada 15,500,000 acre-feet of storage usable for improving the flow of the Columbia River.
- (2) In order to provide this storage, which in the Treaty is referred to as the Canadian storage, Canada shall construct dams:
- (a) on the Columbia River near Mica Creek, British Columbia, with approximately 7,000,000 acre-feet of storage;
  - (b) near the outlet of Arrow Lakes, British Columbia, with approximately 7,100,000 acre-feet of storage; and
  - (c) on one or more tributaries of the Kootenay River in British Columbia downstream from the Canada-United States of America boundary with storage equivalent in effect to approximately 1,400,000 acre-feet of storage near Duncan Lake, British Columbia.
- (3) Canada shall commence construction of the dams as soon as possible after the ratification date.

**ARTICLE III****Development by the United States of America Respecting Power**

- (1) The United States of America shall maintain and operate the hydroelectric facilities included in the base system and any additional hydroelectric facilities constructed on the main stem of the Columbia River in the United States of America in a manner that makes the most effective use of the improvement in stream flow resulting from operation of the Canadian storage for hydroelectric power generation in the United States of America power system.
- (2) The obligation in paragraph (1) is discharged by reflecting in the determination of downstream power benefits to which Canada is entitled the assumption that the facilities referred to in paragraph (1) were maintained and operated in accordance therewith.

**ARTICLE IV****Operation by Canada**

- (1) For the purpose of increasing hydroelectric power generation in the United States of America and Canada, Canada shall operate the Canadian storage in accordance with Annex A and pursuant to hydroelectric operating plans made thereunder. For the purposes of this obligation an operating plan if it is either the first operating plan or if in the view of either the United States of America or Canada

it departs substantially from the immediately preceding operating plan must, in order to be effective, be confirmed by an exchange of notes between the United States of America and Canada.

(2) For the purpose of flood control until the expiration of sixty years from the ratification date, Canada shall

- (a) operate in accordance with Annex A and pursuant to flood control operating plans made thereunder
  - (i) 80,000 acre-feet of the Canadian storage described in Article II(2)(a),
  - (ii) 7,100,000 acre-feet of the Canadian storage described in Article II(2)(b),
  - (iii) 1,270,000 acre-feet of the Canadian storage described in Article II(2)(c),

provided that the Canadian entity may exchange flood control storage under subparagraph (ii) for flood control storage additional to that under subparagraph (i), at the location described in Article II(2)(a), if the entities agree that the exchange would provide the same effectiveness for control of floods on the Columbia River at the Dalles, Oregon;

- (b) operate any additional storage in the Columbia River basin in Canada, when called upon by an entity designated by the United States of America for that purpose, within the limits of existing facilities and as the entity requires to meet flood control needs for the duration of the flood period for which the call is made.

(3) For the purpose of flood control after the expiration of sixty years from the ratification date, and for so long as the flows in the Columbia River in Canada continue to contribute to potential flood hazard in the United States of America, Canada shall, when called upon by an entity designated by the United States of America for that purpose, operate within the limits of existing facilities any storage in the Columbia River basin in Canada as the entity requires to meet flood control needs for the duration of the flood period for which the call is made.

(4) The return to Canada for hydroelectric operation and the compensation to Canada for flood control operation shall be as set out in Articles V and VI.

(5) Any water resource development, in addition to the Canadian storage, constructed in Canada after the ratification date shall not be operated in a way that adversely affects the stream flow control in the Columbia River within Canada so as to reduce the flood control and hydroelectric power benefits which the operation of the Canadian storage in accordance with the operating plans in force from time to time would otherwise produce.

(6) As soon as any Canadian storage becomes operable Canada shall commence operation thereof in accordance with this Article and in any event shall commence full operation of the Canadian storage described in Article II(2)(b) and Article II(2)(c) within five years of the ratification date and shall commence full operation of the balance of the Canadian storage within nine years of the ratification date.

#### ARTICLE V

##### Entitlement to Downstream Power Benefits

(1) Canada is entitled to one half the downstream power benefits determined under Article VII.

(2) The United States of America shall deliver to Canada at a point on the Canada-United States of America boundary near Oliver, British Columbia, or at such other place as the entities may agree upon, the downstream power benefits to which Canada is entitled, less

- (a) transmission loss,
- (b) the portion of the entitlement disposed of under Article VIII(1), and
- (c) the energy component described in Article VIII(4).

(3) The entitlement of Canada to downstream power benefits begins for any portion of Canadian storage upon commencement of its operation in accordance with Annex A and pursuant to a hydroelectric operating plan made thereunder.

#### ARTICLE VI

##### Payment for Flood Control

(1) For the flood control provided by Canada under Article IV(2)(a) the United States of America shall pay Canada in United States funds:

- (a) 1,200,000 dollars upon the commencement of operation of the storage referred to in subparagraph (a) (i) thereof,
- (b) 52,100,000 dollars upon the commencement of operation of the storage referred to in subparagraph (a) (ii) thereof, and
- (c) 11,100,000 dollars upon the commencement of operation of the storage referred to in subparagraph (a) (iii) thereof.

(2) If full operation of any storage is not commenced within the time specified in Article IV, the amount set forth in paragraph (1) of this Article with respect to that storage shall be reduced as follows:

- (a) under paragraph (1)(a), 4,500 dollars for each month beyond the required time,

- (b) under paragraph (1) (b), 192,100 dollars for each month beyond the required time, and
- (c) under paragraph (1) (c), 40,800 dollars for each month beyond the required time.

(3) For the flood control provided by Canada under Article IV(2) (b) the United States of America shall pay Canada in United States funds in respect only of each of the first four flood periods for which a call is made 1,875,000 dollars and shall deliver to Canada in respect of each and every call made, electric power equal to the hydroelectric power lost by Canada as a result of operating the storage to meet the flood control need for which the call was made, delivery to be made when the loss of hydroelectric power occurs.

(4) For each flood period for which flood control is provided by Canada under Article IV(3) the United States of America shall pay Canada in United States funds:

- (a) the operating cost incurred by Canada in providing the flood control, and
- (b) compensation for the economic loss to Canada arising directly from Canada foregoing alternative uses of the storage used to provide the flood control.

(5) Canada may elect to receive in electric power, the whole or any portion of the compensation under paragraph (4) (b) representing loss of hydroelectric power to Canada.

## ARTICLE VII

### Determination of Downstream Power Benefits

(1) The downstream power benefits shall be the difference in the hydroelectric power capable of being generated in the United States of America with and without the use of Canadian storage, determined in advance, and is referred to in the Treaty as the downstream power benefits.

(2) For the purpose of determining the downstream power benefits:

- (a) the principles and procedures set out in Annex B shall be used and followed;
- (b) the Canadian storage shall be considered as next added to 13,000,000 acre-feet of the usable storage listed in Column 4 of the table in Annex B;
- (c) the hydroelectric facilities included in the base system shall be considered as being operated to make the most effective use for hydroelectric power generation of the improvement in stream flow resulting from operation of the Canadian storage.

(3) The downstream power benefits to which Canada is entitled shall be delivered as follows:

- (a) dependable hydroelectric capacity as scheduled by the Canadian entity, and
- (b) average annual usable hydroelectric energy in equal amounts each month, or in accordance with a modification agreed upon under paragraph (4).

(4) Modification of the obligation in paragraph (3)(b) may be agreed upon by the entities.

## ARTICLE VIII

### Disposal of Entitlement to Downstream Power Benefits

(1) With the authorization of the United States of America and Canada evidenced by exchange of notes, portions of the downstream power benefits to which Canada is entitled may be disposed of within the United States of America. The respective general conditions and limits within which the entities may arrange initial disposals shall be set out in an exchange of notes to be made as soon as possible after the ratification date.

(2) The entities may arrange and carry out exchanges of dependable hydroelectric capacity and average annual usable hydroelectric energy to which Canada is entitled for average annual usable hydroelectric energy and dependable hydroelectric capacity respectively.

(3) Energy to which Canada is entitled may not be used in the United States of America except in accordance with paragraphs (1) and (2).

(4) The bypassing at dams on the main stem of the Columbia River in the United States of America of an amount of water which could produce usable energy equal to the energy component of the downstream power benefits to which Canada is entitled but not delivered to Canada under Article V or disposed of in accordance with paragraphs (1) and (2) at the time the energy component was not so delivered or disposed of, is conclusive evidence that such energy component was not used in the United States of America and that the entitlement of Canada to such energy component is satisfied.

## ARTICLE IX

### Variation of Entitlement to Downstream Power Benefits

(1) If the United States of America considers with respect to any hydroelectric power project planned on the main stem of the Columbia River between Priest Rapids Dam and McNary Dam that the increase in entitlement of Canada to downstream power benefits resulting from the operation of the project would produce a result which would not justify the United States of America in incurring the costs of construc-

tion and operation of the project, the United States of America and Canada at the request of the United States of America shall consider modification of the increase in entitlement.

(2) An agreement reached for the purposes of this Article shall be evidenced by an exchange of notes.

#### ARTICLE X

##### East-West Standby Transmission

(1) The United States of America shall provide in accordance with good engineering practice east-west standby transmission service adequate to safeguard the transmission from Oliver, British Columbia, to Vancouver, British Columbia, of the downstream power benefits to which Canada is entitled and to improve system stability of the east-west circuits in British Columbia.

(2) In consideration of the standby transmission service, Canada shall pay the United States of America in Canadian funds the equivalent of 1.50 United States dollars a year for each kilowatt of dependable hydroelectric capacity included in the downstream power benefits to which Canada is entitled.

(3) When a mutually satisfactory electrical coordination arrangement is entered into between the entities and confirmed by exchange of notes between the United States of America and Canada the obligation of Canada in paragraph (2) ceases.

#### ARTICLE XI

##### Use of Improved Stream Flow

(1) Improvement in stream flow in one country brought about by operation of storage constructed under the Treaty in the other country shall not be used directly or indirectly for hydroelectric power purposes except:

- (a) in the case of use within the United States of America with the prior approval of the United States entity, and
- (b) in the case of use within Canada with the prior approval of the authority in Canada having jurisdiction.

(2) The approval required by this Article shall not be given except upon such conditions, consistent with the Treaty, as the entity or authority considers appropriate.

#### ARTICLE XII

##### Kootenai River Development

(1) The United States of America for a period of five years from the ratification date, has the option to commence construction of a dam

on the Kootenai River near Libby, Montana, to provide storage to meet flood control and other purposes in the United States of America. The storage reservoir of the dam shall not raise the level of the Kootenai River at the Canada-United States of America boundary above an elevation consistent with a normal full pool elevation at the dam of 2,459 feet, United States Coast and Geodetic Survey datum, 1929 General Adjustment, 1947 International Supplemental Adjustment.

(2) All benefits which occur in either country from the construction and operation of the storage accrue to the country in which the benefits occur.

(3) The United States of America shall exercise its option by written notice to Canada and shall submit with the notice a schedule of construction which shall include provision for commencement of construction, whether by way of railroad relocation work or otherwise, within five years of the ratification date.

(4) If the United States of America exercises its option, Canada in consideration of the benefits accruing to it under paragraph (2) shall prepare and make available for flooding the land in Canada necessary for the storage reservoir of the dam within a period consistent with the construction schedule.

(5) If a variation in the operation of the storage is considered by Canada to be of advantage to it the United States of America shall, upon request, consult with Canada. If the United States of America determines that the variation would not be to its disadvantage it shall vary the operation accordingly.

(6) The operation of the storage by the United States of America shall be consistent with any order of approval which may be in force from time to time relating to the levels of Kootenay Lake made by the International Joint Commission under the Boundary Waters Treaty, 1909.

(7) Any obligation of Canada under this Article ceases if the United States of America, having exercised the option, does not commence construction of the dam in accordance with the construction schedule.

(8) If the United States of America exercises the option it shall commence full operation of the storage within seven years of the date fixed in the construction schedule for commencement of construction.

(9) If Canada considers that any portion of the land referred to in paragraph (4) is no longer needed for the purpose of this Article the United States of America and Canada, at the request of Canada, shall consider modification of the obligation of Canada in paragraph (4).

(10) If the Treaty is terminated before the end of the useful life of the dam Canada shall for the remainder of the useful life of the dam continue to make available for the storage reservoir of the dam any portion of the land made available under paragraph (4) that is

not required by Canada for purposes of diversion of the Kootenay River under Article XIII.

## ARTICLE XIII

### Diversions

(1) Except as provided in this Article neither the United States of America nor Canada shall, without the consent of the other evidenced by an exchange of notes, divert for any use, other than a consumptive use, any water from its natural channel in a way that alters the flow of any water as it crosses the Canada-United States of America boundary within the Columbia River basin.

(2) Canada has the right, after the expiration of twenty years from the ratification date, to divert not more than 1,500,000 acre-feet of water a year from the Kootenay River in the vicinity of Canal Flats, British Columbia, to the headwaters of the Columbia River, provided that the diversion does not reduce the flow of the Kootenay River immediately downstream from the point of diversion below the lesser of 200 cubic feet per second or the natural flow.

(3) Canada has the right, exercisable at any time during the period commencing sixty years after the ratification date and expiring one hundred years after the ratification date, to divert to the headwaters of the Columbia River any water which, in its natural channel, would flow in the Kootenay River across the Canada-United States of America boundary, provided that the diversion does not reduce the flow of the Kootenay River at the Canada-United States of America boundary near Newgate, British Columbia, below the lesser of 2,500 cubic feet per second or the natural flow.

(4) During the last twenty years of the period within which Canada may exercise the right to divert described in paragraph (3) the limitation on diversion is the lesser of 1,000 cubic feet per second or the natural flow.

(5) Canada has the right:

- (a) if the United States of America does not exercise the option in Article XII(1), or
- (b) if it is determined that the United States of America, having exercised the option, did not commence construction of the dam referred to in Article XII in accordance therewith or that the United States of America is in breach of the obligation in that Article to commence full operation of the storage,

to divert to the headwaters of the Columbia River any water which, in its natural channel, would flow in the Kootenay River across the Canada-United States of America boundary, provided that the diversion does not reduce the flow of the Kootenay River at the Canada-

United States of America boundary near Newgate, British Columbia, below the lesser of 1,000 cubic feet per second or the natural flow.

(6) If a variation in the use of the water diverted under paragraph (2) is considered by the United States of America to be of advantage to it Canada shall, upon request, consult with the United States of America. If Canada determines that the variation would not be to its disadvantage it shall vary the use accordingly.

#### ARTICLE XIV

##### Arrangements for Implementation

(1) The United States of America and Canada shall each, as soon as possible after the ratification date, designate entities and when so designated the entities are empowered and charged with the duty to formulate and carry out the operating arrangements necessary to implement the Treaty. Either the United States of America or Canada may designate one or more entities. If more than one is designated the powers and duties conferred upon the entities by the Treaty shall be allocated among them in the designation.

(2) In addition to the powers and duties dealt with specifically elsewhere in the Treaty the powers and duties of the entities include:

- (a) coordination of plans and exchange of information relating to facilities to be used in producing and obtaining the benefits contemplated by the Treaty,
- (b) calculation of and arrangements for delivery of hydroelectric power to which Canada is entitled for providing flood control,
- (c) calculation of the amounts payable to the United States of America for standby transmission services,
- (d) consultation on requests for variations made pursuant to Articles XII(5) and XIII(6),
- (e) the establishment and operation of a hydrometeorological system as required by Annex A,
- (f) assisting and cooperating with the Permanent Engineering Board in the discharge of its functions,
- (g) periodic calculation of accounts,
- (h) preparation of the hydroelectric operating plans and the flood control operating plans for the Canadian storage together with determination of the downstream power benefits to which Canada is entitled,
- (i) preparation of proposals to implement Article VIII and carrying out any disposal authorized or exchange provided for therein,

- (j) making appropriate arrangements for delivery to Canada of the downstream power benefits to which Canada is entitled including such matters as load factors for delivery, times and points of delivery, and calculation of transmission loss;
  - (k) preparation and implementation of detailed operating plans that may produce results more advantageous to both countries than those that would arise from operation under the plans referred to in Annexes A and B.
- (3) The entities are authorized to make maintenance curtailments. Except in case of emergency, the entity responsible for a maintenance curtailment shall give notice to the corresponding United States or Canadian entity of the curtailment, including the reason therefor and the probable duration thereof and shall both schedule the curtailment with a view to minimizing its impact and exercise due diligence to resume full operation.
- (4) The United States of America and Canada may by an exchange of notes empower or charge the entities with any other matter coming within the scope of the Treaty.

## ARTICLE XV

### Permanent Engineering Board

- (1) A Permanent Engineering Board is established consisting of four members, two to be appointed by Canada and two by the United States of America. The initial appointments shall be made within three months of the ratification date.
- (2) The Permanent Engineering Board shall:
  - (a) assemble records of the flows of the Columbia River and the Kootenay River at the Canada-United States of America boundary;
  - (b) report to the United States of America and Canada whenever there is substantial deviation from the hydroelectric and flood control operating plans and if appropriate include in the report recommendations for remedial action and compensatory adjustments;
  - (c) assist in reconciling differences concerning technical or operational matters that may arise between the entities;
  - (d) make periodic inspections and require reports as necessary from the entities with a view to ensuring that the objectives of the Treaty are being met;
  - (e) make reports to the United States of America and Canada at least once a year of the results being achieved under the Treaty and make special reports concerning any matter which it considers should be brought to their attention;

- (f) investigate and report with respect to any other matter coming within the scope of the Treaty at the request of either the United States of America or Canada.
- (3) Reports of the Permanent Engineering Board made in the course of the performance of its functions under this Article shall be *prima facie* evidence of the facts therein contained and shall be accepted unless rebutted by other evidence.
- (4) The Permanent Engineering Board shall comply with directions, relating to its administration and procedures, agreed upon by the United States of America and Canada as evidenced by an exchange of notes.

## ARTICLE XVI

### Settlement of Differences

- (1) Differences arising under the Treaty which the United States of America and Canada cannot resolve may be referred by either to the International Joint Commission for decision.
- (2) If the International Joint Commission does not render a decision within three months of the referral or within such other period as may be agreed upon by the United States of America and Canada, either may then submit the difference to arbitration by written notice to the other.
- (3) Arbitration shall be by a tribunal composed of a member appointed by Canada, a member appointed by the United States of America and a member appointed jointly by the United States of America and Canada who shall be Chairman. If within six weeks of the delivery of a notice under paragraph (2) either the United States of America or Canada has failed to appoint its member, or they are unable to agree upon the member who is to be Chairman, either the United States of America or Canada may request the President of the International Court of Justice to appoint the member or members. The decision of a majority of the members of an arbitration tribunal shall be the decision of the tribunal.
- (4) The United States of America and Canada shall accept as definitive and binding and shall carry out any decision of the International Joint Commission or an arbitration tribunal.
- (5) Provision for the administrative support of a tribunal and for remuneration and expenses of its members shall be as agreed in an exchange of notes between the United States of America and Canada.
- (6) The United States of America and Canada may agree by an exchange of notes on alternative procedures for settling differences arising under the Treaty, including reference of any difference to the International Court of Justice for decision.

**ARTICLE XVII****Restoration of Pre-Treaty Legal Status**

(1) Nothing in this Treaty and no action taken or foregone pursuant to its provisions shall be deemed, after its termination or expiration, to have abrogated or modified any of the rights or obligations of the United States of America or Canada under then existing international law, with respect to the uses of the water resources of the Columbia River basin.

(2) Upon termination of this Treaty, the Boundary Waters Treaty, 1909, shall, if it has not been terminated, apply to the Columbia River basin, except insofar as the provisions of that Treaty may be inconsistent with any provision of this Treaty which continues in effect.

(3) Upon termination of this Treaty, if the Boundary Waters Treaty, 1909, has been terminated in accordance with Article XIV of that Treaty, the provisions of Article II of that Treaty shall continue to apply to the waters of the Columbia River basin.

(4) If upon the termination of this Treaty Article II of the Boundary Waters Treaty, 1909, continues in force by virtue of paragraph (3) of this Article the effect of Article II of that Treaty with respect to the Columbia River basin may be terminated by either the United States of America or Canada delivering to the other one year's written notice to that effect; provided however that the notice may be given only after the termination of this Treaty.

(5) If, prior to the termination of this Treaty, Canada undertakes works usable for and relating to a diversion of water from the Columbia River basin, other than works authorized by or undertaken for the purpose of exercising a right under Article XIII or any other provision of this Treaty, paragraph (3) of this Article shall cease to apply one year after delivery by either the United States of America or Canada to the other of written notice to that effect.

**ARTICLE XVIII****Liability for Damage**

(1) The United States of America and Canada shall be liable to the other and shall make appropriate compensation to the other in respect of any act, failure to act, omission or delay amounting to a breach of the Treaty or of any of its provisions other than an act, failure to act, omission or delay occurring by reason of war, strike, major calamity, act of God, uncontrollable force or maintenance curtailment.

(2) Except as provided in paragraph (1) neither the United States of America nor Canada shall be liable to the other or to any person in respect of any injury, damage or loss occurring in the territory of the other caused by any act, failure to act, omission or delay under the

Treaty whether the injury, damage or loss results from negligence or otherwise.

(3) The United States of America and Canada, each to the extent possible within its territory, shall exercise due diligence to remove the cause of and to mitigate the effect of any injury, damage or loss occurring in the territory of the other as a result of any act, failure to act, omission or delay under the Treaty.

(4) Failure to commence operation as required under Articles IV and XII is not a breach of the Treaty and does not result in the loss of rights under the Treaty if the failure results from a delay that is not wilful or reasonably avoidable.

(5) The compensation payable under paragraph (1) :

- (a) in respect of a breach by Canada of the obligation to commence full operation of a storage, shall be forfeiture of entitlement to downstream power benefits resulting from the operation of that storage, after operation commences, for a period equal to the period between the day of commencement of operation and the day when commencement should have occurred;
- (b) in respect of any other breach by either the United States of America or Canada, causing loss of power benefits, shall not exceed the actual loss in revenue from the sale of hydroelectric power.

## **ARTICLE XIX**

### Period of Treaty

(1) The Treaty shall come into force on the ratification date.

(2) Either the United States of America or Canada may terminate the Treaty other than Article XIII (except paragraph (1) thereof), Article XVII and this Article at any time after the Treaty has been in force for sixty years if it has delivered at least ten years written notice to the other of its intention to terminate the Treaty.

(3) If the Treaty is terminated before the end of the useful life of a dam built under Article XII then, notwithstanding termination, Article XII remains in force until the end of the useful life of the dam.

(4) If the Treaty is terminated before the end of the useful life of the facilities providing the storage described in Article IV(3) and if the conditions described therein exist then, notwithstanding termination, Articles IV(3) and VI(4) and (5) remain in force until either the end of the useful life of those facilities or until those conditions cease to exist, whichever is the first to occur.

**ARTICLE XX****Ratification**

The instruments of ratification of the Treaty shall be exchanged by the United States of America and Canada at Ottawa, Canada.

**ARTICLE XXI****Registration with the United Nations**

In conformity with Article 102 of the Charter of the United Nations,[<sup>1</sup>] the Treaty shall be registered by Canada with the Secretariat of the United Nations.

This Treaty has been done in duplicate copies in the English language.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this Treaty at Washington, District of Columbia, United States of America, this 17th day of January, 1961.

FOR THE UNITED STATES OF AMERICA:

DWIGHT D. EISENHOWER

*President*

*of the United States of America*

CHRISTIAN A. HERTER

*Secretary of State*

ELMER F. BENNETT

*Under Secretary of the Interior*

FOR CANADA:

JOHN G. DIEFENBAKER

*Prime Minister of Canada*

E. D. FULTON

*Minister of Justice*

A. D. P. HEENEY

*Ambassador Extraordinary and Plenipotentiary  
of Canada to the United States of America*

<sup>1</sup> TS 993; 59 Stat. 1052.

**ANNEX A****PRINCIPLES OF OPERATION****General**

1. The Canadian storage provided under Article II will be operated in accordance with the procedures described herein.
2. A hydrometeorological system, including snow courses, precipitation stations and stream flow gauges will be established and operated, as mutually agreed by the entities and in consultation with the Permanent Engineering Board, for use in establishing data for detailed programming of flood control and power operations. Hydrometeorological information will be made available to the entities in both countries for immediate and continuing use in flood control and power operations.
3. Sufficient discharge capacity at each dam to afford the desired regulation for power and flood control will be provided through outlet works and turbine installations as mutually agreed by the entities. The discharge capacity provided for flood control operations will be large enough to pass inflow plus sufficient storage releases during the evacuation period to provide the storage space required. The discharge capacity will be evaluated on the basis of full use of any conduits provided for that purpose plus one half the hydraulic capacity of the turbine installation at the time of commencement of the operation of storage under the Treaty.
4. The outflows will be in accordance with storage reservation diagrams and associated criteria established for flood control purposes and with reservoir-balance relationships established for power operations. Unless otherwise agreed by the entities the average weekly outflows shall not be less than 3,000 cubic feet per second at the dam described in Article II(2)(a), not less than 5,000 cubic feet per second at the dam described in Article II(2)(b) and not less than 1,000 cubic feet per second at the dam described in Article II(2)(c). These minimum average weekly releases may be scheduled by the Canadian entity as required for power or other purposes.

**Flood Control**

5. For flood control operation, the United States entity will submit flood control operating plans which may consist of or include flood control storage reservation diagrams and associated criteria for each of the dams. The Canadian entity will operate in accordance with these diagrams or any variation which the entities agree will not derogate from the desired aim of the flood control plan. The use of these diagrams will be based on data obtained in accordance with paragraph 2. The diagrams will consist of relationships specifying the flood control storage reservations required at indicated times of

the year for volumes of forecast runoff. After consultation with the Canadian entity the United States entity may from time to time as conditions warrant adjust these storage reservation diagrams within the general limitations of flood control operation. Evacuation of the storages listed hereunder will be guided by the flood control storage reservation diagrams and refill will be as requested by the United States entity after consultation with the Canadian entity. The general limitations of flood control operation are as follows:

- (a) The Dam described in Article II(2)(a) – The reservoir will be evacuated to provide up to 80,000 acre-feet of storage, if required, for flood control use by May 1 of each year.
- (b) The Dam described in Article II(2)(b) – The reservoir will be evacuated to provide up to 7,100,000 acre-feet of storage, if required, for flood control use by May 1 of each year.
- (c) The Dam described in Article II(2)(c) – The reservoir will be evacuated to provide up to 700,000 acre-feet of storage, if required, for flood control use by April 1 of each year and up to 1,270,000 acre-feet of storage, if required, for flood control use by May 1 of each year.
- (d) The Canadian entity may exchange flood control storage provided in the reservoir referred to in subparagraph (b) for additional storage provided in the reservoir referred to in subparagraph (a) if the entities agree that the exchange would provide the same effectiveness for control of floods on the Columbia River at The Dalles, Oregon.

#### Power

6. For power generating purposes the 15,500,000 acre feet of Canadian storage will be operated in accordance with operating plans designed to achieve optimum power generation downstream in the United States of America until such time as power generating facilities are installed at the site referred to in paragraph 5(a) or at sites in Canada downstream therefrom.

7. After at-site power is developed at the site referred to in paragraph 5(a) or power generating facilities are placed in operation in Canada downstream from that site, the storage operation will be changed so as to be operated in accordance with operating plans designed to achieve optimum power generation at-site in Canada and downstream in the United States of America and Canada, including consideration of any agreed electrical coordination between the two countries. Any reduction in the downstream power benefits in the United States of America resulting from that change in operation of the Canadian storage shall not exceed in any one year the reduc-

tion in downstream power benefits in the United States of America which would result from reducing by 500,000 acre-feet the Canadian storage operated to achieve optimum power generation in the United States of America and shall not exceed at any time during the period of the Treaty the reduction in downstream power benefits in the United States of America which would result from similarly reducing the Canadian storage by 3,000,000 acre-feet.

8. After at-site power is developed at the site referred to in paragraph 5(a) or power generating facilities are placed in operation in Canada downstream from that site, storage may be operated to achieve optimum generation of power in the United States of America alone if mutually agreed by the entities in which event the United States of America shall supply power to Canada to offset any reduction in Canadian generation which would be created as a result of such operation as compared to operation to achieve optimum power generation at-site in Canada and downstream in the United States of America and Canada. Similarly, the storage may be operated to achieve optimum generation of power in Canada alone if mutually agreed by the entities in which event Canada shall supply power to the United States of America to offset any reduction in United States generation which would be created as a result of such operation as compared to operation to achieve optimum power generation at-site in Canada and downstream in the United States of America and Canada.

9. Before the first storage becomes operative, the entities will agree on operating plans and the resulting downstream power benefits for each year until the total of 15,500,000 acre-feet of storage in Canada becomes operative. In addition, commencing five years before the total of 15,500,000 acre-feet of storage is expected to become operative, the entities will agree annually on operating plans and the resulting downstream power benefits for the sixth succeeding year of operation thereafter. This procedure will continue during the life of the Treaty, providing to both the entities, in advance, an assured plan of operation of the Canadian storage and a determination of the resulting downstream power benefits for the next succeeding five years.

## ANNEX B

### DETERMINATION OF DOWNSTREAM POWER BENEFITS

1. The downstream power benefits in the United States of America attributable to operation in accordance with Annex A of the storage provided by Canada under Article II will be determined in advance and will be the estimated increase in dependable hydroelectric capacity in kilowatts for agreed critical stream flow periods and the increase

in average annual usable hydroelectric energy output in kilowatt hours on the basis of an agreed period of stream flow record.

2. The dependable hydroelectric capacity to be credited to Canadian storage will be the difference between the average rates of generation in kilowatts during the appropriate critical stream flow periods for the United States of America base system, consisting of the projects listed in the table, with and without the addition of the Canadian storage, divided by the estimated average critical period load factor. The capacity credit shall not exceed the difference between the capability of the base system without Canadian storage and the maximum feasible capability of the base system with Canadian storage, to supply firm load during the critical stream flow periods.

3. The increase in the average annual usable hydroelectric energy will be determined by first computing the difference between the available hydroelectric energy at the United States base system with and without Canadian storage. The entities will then agree upon the part of available energy which is usable with and without Canadian storage, and the difference thus agreed will be the increase in average annual usable hydroelectric energy. Determination of the part of the energy which is usable will include consideration of existing and scheduled transmission facilities and the existence of markets capable of using the energy on a contractual basis similar to the then existing contracts. The part of the available energy which is considered usable shall be the sum of:

- (a) the firm energy,
- (b) the energy which can be used for thermal power displacement in the Pacific Northwest Area as defined in Paragraph 7, and
- (c) the amount of the remaining portion of the available energy which is agreed by the entities to be usable and which shall not exceed in any event 40% of that remainder.

4. An initial determination of the estimated downstream power benefits in the United States of America from Canadian storage added to the United States base system will be made before any of the Canadian storage becomes operative. This determination will include estimates of the downstream power benefits for each year until the total of 15,500,000 acre-feet of Canadian storage becomes operative.

5. Commencing five years before the total of 15,500,000 acre-feet of storage is expected to become operative, estimates of downstream power benefits will be calculated annually for the sixth succeeding year on the basis of the assured plan of operation for that year.

6. The critical stream flow period and the details of the assured plan of operation will be agreed upon by the entities at each determination. Unless otherwise agreed upon by the entities, the determination of the downstream power benefits shall be based upon stream flows for the

twenty year period beginning with July 1928 as contained in the report entitled Modified Flows at Selected Power Sites—Columbia River Basin, dated June 1957. No retroactive adjustment in downstream power benefits will be made at any time during the period of the Treaty. No reduction in the downstream power benefits credited to Canadian storage will be made as a result of the load estimate in the United States of America, for the year for which the determination is made, being less than the load estimate for the preceding year.

7. In computing the increase in dependable hydroelectric capacity and the increase in average annual hydroelectric energy, the procedure shall be in accordance with the three steps described below and shall encompass the loads of the Pacific Northwest Area. The Pacific Northwest Area for purposes of these determinations shall be Oregon, Washington, Idaho and Montana west of the Continental Divide but shall exclude areas served on the ratification date by the California Oregon Power Company and Utah Power and Light Company.

#### Step I

The system for the period covered by the estimate will consist of the Canadian storage, the United States base system, any thermal installation operated in coordination with the base system, and additional hydroelectric projects which will provide storage releases usable by the base system or which will use storage releases that are usable by the base system. The installations included in this system will be those required, with allowance for adequate reserves, to meet the forecast power load to be served by this system in the United States of America, including the estimated flow of power at points of inter-connection with adjacent areas, subject to paragraph 3, plus the portion of the entitlement of Canada that is expected to be used in Canada. The capability of this system to supply this load will be determined on the basis that the system will be operated in accordance with the established operating procedures of each of the projects involved.

#### Step II

A determination of the energy capability will be made using the same thermal installation as in Step I, the United States base system with the same installed capacity as in Step I and Canadian storage.

#### Step III

A similar determination of the energy capability will be made using the same thermal installation as in Step I and the United States base system with the same installed capacity as in Step I.

8. The downstream power benefits to be credited to Canadian storage will be the differences between the determinations in Step II and Step III in dependable hydroelectric capacity and in average annual usable hydroelectric energy, made in accordance with paragraphs 2 and 3.

## ANNEX B - TABLE - BASE SYSTEM

<u>Project</u>	<u>Stream</u>	<u>Stream Mile Above Mouth</u>	<u>Usable Storage Acre-feet</u>	<u>Normal Pool Feet</u>	<u>Elevation Tailwater Feet</u>	<u>Gross Head Feet</u>	<u>Initial No. of Units</u>	<u>Installation Plant Kilowatts (Nameplate)</u>	<u>Estimated Ultimate No. of Units</u>	<u>Estimated Ultimate Plant Kilowatts (Nameplate)</u>
Hungry Horse	S. Fk. Flathead	5	3,161,000(4)	3560	3083	477	4	285,000	4	285,000
Kerr	Flathead	73	1,219,000	2893	2706	187	3	168,000	3	168,000
Thompson Falls	Clark Fork	209	Pondage	2396	2336	60	6	30,000	8	65,000
Noxon Rapids	Clark Fork	170	Pondage	2331	2179	152	4	336,000	5	420,000
Cabinet Gorge	Clark Fork	150	Pondage	2175	2078	97	4	200,000	6	300,000
Albeni Falls	Pend Oreille	90	1,155,000	2062	2034	28	3	42,600	3	42,600
Box Canyon	Pend Oreille	34	Pondage	2031	1989	42	4	60,000	4	60,000
Grand Coulee	Columbia	597	5,232,000(4)	1290(3)(4)	947	343	18	1,944,000	34	3,672,000
Chief Joseph	Columbia	546	Pondage	946	775	171	16	1,024,000	27	1,728,000
Wells(1)	Columbia	516	Pondage	775	707	68	6	400,000	10	666,700
Rocky Reach	Columbia	474	Pondage	707	614	93	7	711,550	11	1,118,150
Rock Island	Columbia	453	Pondage	608(3)	570	38	10	212,100	10	212,100
Wanapum	Columbia	415	Pondage	570	486	84	10	831,250	16	1,330,000
Priest Rapids	Columbia	397	Pondage	486	406	80	10	788,500	16	1,261,600
Brownlee	Snake	285	974,000	2077	1805	272	4	360,400	6	540,600
Oxbow	Snake	273	Pondage	1805	1683	122	4	190,000	5	237,500
Ice Harbor	Snake	10	Pondage	440	343	97	3	270,000	6	540,000
McNary	Columbia	292	Pondage	340	265	75	14	980,000	20	1,400,000
John Day	Columbia	216	Pondage	265	161	104	8	1,080,000	20	2,700,000
The Dalles	Columbia	192	Pondage	160	74	86	16(2)	1,119,000	24(2)	1,743,000
Bonneville	Columbia	145	Pondage	74	15	59	10	518,400	16	890,400
Kootenay Lake	Kootenay	16	673,000	1745	-	-	-	-	-	-
Chelan	Chelan	0	676,000	1100	707	393	2	48,000	4	96,000
Coeur d'Alene L.	Coeur d'Alene	102	223,000	2128	-	-	-	-	-	-
<b>TOTAL 24 PROJECTS</b>			<b>13,313,000(4)</b>			<b>3128</b>	<b>166</b>	<b>11,598,800</b>	<b>258</b>	<b>19,476,650</b>

- (1) The Wells project is not presently under construction; when this project or any other project on the main stem of the Columbia River is completed, they will be integral components of the base system.  
 (2) Includes two 13,500 kilowatt units for fish attraction water.  
 (3) With flashboards.  
 (4) In determining the base system capabilities with and without Canadian storage the Hungry Horse reservoir storage will be limited to 3,008,000 acre-feet (normal full pool elevation of 3560 feet) and the Grand Coulee project will not include the effect of adding flashboards, limiting the storage to 5,072,000 acre-feet (normal full pool elevation of 1288 feet). The total usable storage of the base system as so adjusted will be 13,000,000 acre-feet.



WHEREAS the Senate of the United States of America by their resolution of March 16, 1961, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid treaty;

WHEREAS the aforesaid treaty was duly ratified by the President of the United States of America on March 23, 1961, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of Canada;

WHEREAS it is provided in Article XIX of the aforesaid treaty that the treaty shall come into force on the ratification date and in Article XX of the aforesaid treaty that the instruments of ratification shall be exchanged at Ottawa;

AND WHEREAS the respective instruments of ratification of the aforesaid treaty were duly exchanged at Ottawa on September 16, 1964 by the respective Plenipotentiaries of the United States of America and Canada;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the aforesaid treaty to the end that the said treaty and each and every article and clause thereof may be observed and fulfilled, on and after September 16, 1964, 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 hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the International Peace Arch, Blaine, Washington, this sixteenth day of September in the year of our Lord one thousand nine hundred sixty-four and of the Independence of the United States of America the one hundred eighty-ninth.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

*The Canadian Secretary of State for External Affairs to the Secretary  
of State*

THE SECRETARY OF STATE FOR EXTERNAL AFFAIRS

CANADA

*January 22, 1964*

SIR,

I have the honour to refer to discussions which have been held between representatives of the Government of Canada and of the Government of the United States of America regarding the Treaty between Canada and the United States of America relating to cooperative development of the water resources of the Columbia River Basin signed at Washington on January 17, 1961. On the basis of these discussions, the Government of Canada understands that the two Governments have agreed to the terms of the attached Protocol.

I should like to propose that, if agreeable to your Government, this Note together with the Protocol attached thereto and your reply, shall constitute an agreement between our two Governments relating to the carrying out of the provisions of the Treaty with effect from the date of the exchange of instruments of ratification of the Treaty.

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

PAUL MARTIN  
*Secretary of State  
for External Affairs*

The Honourable

DEAN RUSK,

*Secretary of State of the  
United States of America,  
Washington.*

**ANNEX TO EXCHANGE OF NOTES DATED JANUARY 22, 1964  
BETWEEN THE GOVERNMENTS OF CANADA AND THE  
UNITED STATES REGARDING THE COLUMBIA RIVER  
TREATY**

**PROTOCOL**

1. If the United States entity should call upon Canada to operate storage in the Columbia River Basin to meet flood control needs of the United States of America pursuant to Article IV(2) (b) or Article IV(3) of the Treaty, such call shall be made only to the extent necessary to meet forecast flood control needs in the territory of the United States of America that cannot adequately be met by flood control facilities in the United States of America in accordance with the following conditions:

- (1) Unless otherwise agreed by the Permanent Engineering Board, the need to use Canadian flood control facilities under Article IV(2) (b) of the Treaty shall be considered to have arisen only in the case of potential floods which could result in a peak discharge in excess of 600,000 cubic feet per second at The Dalles, Oregon, assuming the use of all related storage in the United States of America existing and under construction in January 1961, storage provided by any dam constructed pursuant to Article XII of the Treaty and the Canadian storage described in Article IV(2) (a) of the Treaty.
- (2) The United States entity will call upon Canada to operate storage under Article IV(3) of the Treaty only to control potential floods in the United States of America that could not be adequately controlled by all the related storage facilities in the United States of America existing at the expiration of 60 years from the ratification date but in no event shall Canada be required to provide any greater degree of flood control under Article IV(3) of the Treaty than that provided for under Article IV(2) of the Treaty.
- (3) A call shall be made only if the Canadian entity has been consulted whether the need for flood control is, or is likely to be, such that it cannot be met by the use of flood control facilities in the United States of America in accordance with subparagraphs (1) or (2) of this paragraph. Within ten days of receipt of a call, the Canadian entity will communicate its acceptance, or its rejection or proposals for modification of the call, together with supporting considerations. When the communication indicates rejection or modification of the call the United States entity will review the situation in the light of the communication and subsequent developments and will then withdraw or modify the call if practicable. In the absence of agreement on the call

or its terms the United States entity will submit the matter to the Permanent Engineering Board provided for under Article XV of the Treaty for assistance as contemplated in Article XV (2)(c) of the Treaty. The entities will be guided by any instructions issued by the Permanent Engineering Board. If the Permanent Engineering Board does not issue instructions within ten days of receipt of a submission the United States entity may renew the call for any part or all of the storage covered in the original call and the Canadian entity shall forthwith honour the request.

2. In preparing the flood control operating plans in accordance with paragraph 5 of Annex A of the Treaty, and in making calls to operate for flood control pursuant to Article IV(2)(b) and Article IV(3) of the Treaty, every effort will be made to minimize flood damage both in Canada and the United States of America.
3. The exchange of Notes provided for in Article VIII(1) of the Treaty shall take place contemporaneously with the exchange of the Instruments of Ratification of the Treaty provided for in Article XX of the Treaty.
- 4.(1) During the period and to the extent that the sale of Canada's entitlement to downstream power benefits within the United States of America as a result of an exchange of Notes pursuant to Article VIII(1) of the Treaty relieves the United States of America of its obligation to provide east-west standby transmission service as called for by Article X(1) of the Treaty, Canada is not required to make payment for the east-west standby transmission service with regard to Canada's entitlement to downstream power benefits sold in the United States of America.  
(2) The United States of America is not entitled to any payments of the character set out in subparagraph (1) of this paragraph in respect of that portion of Canada's entitlement to downstream power benefits delivered by the United States of America to Canada at any point on the Canada-United States of America boundary other than at a point near Oliver, British Columbia, and the United States of America is not required to provide the east-west standby transmission service referred to in subparagraph (1) of this paragraph in respect of the portion of Canada's entitlement to downstream power benefits which is so delivered.
5. Inasmuch as control of historic streamflows of the Kootenay River by the dam provided for in Article XII(1) of the Treaty would result in more than 200,000 kilowatt years per annum of energy benefit downstream in Canada, as well as important flood control protection to Canada, and the operation of that dam is therefore of concern to Canada, the entities shall, pursuant to Article XIV(2)(a) of the

Treaty, cooperate on a continuing basis to coordinate the operation of that dam with the operation of hydroelectric plants on the Kootenay River and elsewhere in Canada in accordance with the provisions of Article XII(5) and Article XII(6) of the Treaty.

- 6.(1) Canada and the United States of America are in agreement that Article XIII(1) of the Treaty provides to each of them a right to divert water for a consumptive use.
- (2) Any diversion of water from the Kootenay River when once instituted under the provisions of Article XIII of the Treaty is not subject to any limitation as to time.

7. As contemplated by Article IV(1) of the Treaty, Canada shall operate the Canadian storage in accordance with Annex A and hydroelectric operating plans made thereunder. Also, as contemplated by Annexes A and B of the Treaty and Article XIV(2)(k) of the Treaty, these operating plans before they are agreed to by the entities will be conditioned as follows:

- (1) As the downstream power benefits credited to Canadian storage decrease with time, the storage required to be operated by Canada pursuant to paragraphs 6 and 9 of Annex A of the Treaty, will be that required to produce those benefits.
  - (2) The hydroelectric operating plans, which will be based on Step I of the studies referred to in paragraph 7 of Annex B of the Treaty, will provide a reservoir-balance relationship for each month for the whole of the Canadian storage committed rather than a separate relationship for each of the three Canadian storages. Subject to compliance with any detailed operating plan agreed to by the entities as permitted by Article XIV(2)(k) of the Treaty, the manner of operation which will achieve the specific storage or release of storage called for in a hydroelectric operating plan consistent with optimum storage use will be at the discretion of the Canadian entity.
  - (3) Optimum power generation at-site in Canada and downstream in Canada and the United States of America referred to in paragraph 7 of Annex A of the Treaty will include power generation at-site and downstream in Canada of the Canadian storages referred to in Article II(2) of the Treaty, power generation in Canada which is coordinated therewith, downstream power benefits from the Canadian storage which are produced in the United States of America and measured under the terms of Annex B of the Treaty, power generation in the Pacific Northwest Area of the United States of America and power generation coordinated therewith.
8. The determination of downstream power benefits pursuant to Annex B of the Treaty, in respect of each year until the expiration of thirty years from the commencement of full operation in accordance

with Article IV of the Treaty of that portion of the Canadian storage described in Article II of the Treaty which is last placed in full operation, and thereafter until otherwise agreed upon by the entities, shall be based upon stream flows for the thirty-year period beginning July 1928 as contained in the report entitled "Extension of Modified Flows Through 1958—Columbia River Basin" and dated June 1960, as amended and supplemented to June 29, 1961, by the Water Management Subcommittee of the Columbia Basin Inter-Agency Committee.

9.(1) Each load used in making the determinations required by Steps II and III of paragraph 7 of Annex B of the Treaty shall have the same shape as the load of the Pacific Northwest area as that area is defined in that paragraph.

(2) The capacity credit of Canadian storage shall not exceed the difference between the firm load carrying capabilities of the projects and installations included in Step II of paragraph 7 of Annex B of the Treaty and the projects and installations included in Step III of paragraph 7 of Annex B of the Treaty.

10. In making all determinations required by Annex B of the Treaty the loads used shall include the power required for pumping water for consumptive use into the Banks Equalizing Reservoir of the Columbia Basin Federal Reclamation Project but mention of this particular load is not intended in any way to exclude from those loads any use of power that would normally be part of such loads.

11. In the event operation of any of the Canadian storages is commenced at a time which would result in the United States of America receiving flood protection for periods longer than those on which the amounts of flood control payments to Canada set forth in Article VI(1) of the Treaty are based, the United States of America and Canada shall consult as to the adjustments, if any, in the flood control payments that may be equitable in the light of all relevant factors. Any adjustment would be calculated over the longer period or periods on the same basis and in the same manner as the calculation of the amounts set forth in Article VI(1) of the Treaty. The consultations shall begin promptly upon the determination of definite dates for the commencement of operation of the Canadian storages.

12. Canada and the United States of America are in agreement that the Treaty does not establish any general principle or precedent applicable to waters other than those of the Columbia River Basin and does not detract from the application of the Boundary Waters Treaty, 1909, to other waters.

*The Secretary of State to the Canadian Secretary of State for External Affairs*

DEPARTMENT OF STATE

WASHINGTON

January 22, 1964

SIR:

I have the honor to refer to your note dated January 22, 1964, together with the Annex thereto regarding the Treaty between Canada and the United States of America relating to cooperative development of the water resources of the Columbia River Basin signed at Washington on January 17, 1961.

I wish to advise you that the Government of the United States of America agrees that your note with the Annex thereto, together with this reply, shall constitute an agreement between our two Governments relating to the carrying out of the provisions of the Treaty with effect from the date of the exchange of instruments of ratification of the Treaty.

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

DEAN RUSK

The Honorable

PAUL MARTIN, P.C., Q.C.,

*Secretary of State for External Affairs,  
Ottawa.*

DEPARTMENT OF STATE

WASHINGTON

January 22, 1964

SIR:

I have the honor to refer to the discussions which have been held between representatives of the Government of Canada and of the Government of the United States of America regarding a sale of Canada's entitlement to downstream power benefits under the Treaty between Canada and the United States of America relating to cooperative development of the water resources of the Columbia River Basin, signed on January 17, 1961.

On the basis of these discussions my Government understands that the two Governments recognize that it would be in the public interest of both countries if Canada's entitlement to downstream power benefits could be disposed of, as contemplated by Article VIII of the Treaty, in accordance with general conditions and limits similar to those set out in detail in the attachment hereto, and further, that before such a disposition can be concluded and confirmed by the two

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Governments, additional steps must be taken in each country. Therefore, in furtherance of this aim, it is understood the two Governments are agreed that:

- a) the Government of the United States will use its best efforts to arrange for disposition of Canada's entitlement to downstream power benefits within the United States of America in accordance with the general conditions and limits set forth in the attachment, and
- b) the Government of Canada will use its best efforts to accomplish all those things which are considered necessary and preliminary to ratification of the Treaty as quickly as possible, including any arrangements for implementation and acceptance of the general conditions and limits set forth in the attachment.

I should like to propose that if agreeable to your Government this note together with the attachment and your reply shall constitute an agreement by our Governments relating to the Treaty.

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

DEAN RUSK

The Honorable

PAUL MARTIN, P.C., Q.C.,

*Secretary of State for External Affairs,  
Ottawa.*

**ATTACHMENT RELATING TO TERMS OF SALE**

A. The disposition shall consist of the downstream power benefits to which Canada is entitled under the Treaty, other than Canada's entitlement to downstream power benefits resulting from the construction or operation of a project described in Article IX of the Treaty, and shall be by way of a contract of sale authorized in accordance with Article VIII of the Treaty between the British Columbia Hydro and Power Authority and a single Purchaser containing provisions mutually satisfactory to the parties to the contract but shall be subject to and be operative in accordance with the following general conditions and limits:

1. (a) The storages described in Article II of the Treaty shall be fully operative for power purposes in accordance with the following schedule:

Storage described in Article II(2)(c)—approximately 1,400,000 acre feet on April 1, 1968,

Storage described in Article II(2)(b)—approximately 7,100,000 acre feet on April 1, 1969,

Storage described in Article II(2) (a)—approximately 7,000,000 acre feet on April 1, 1973.

- (b) The period of sale of the entitlement allocated to each of the storages shall terminate and expire thirty years from the date on which that storage is required to be fully operative for power purposes in accordance with the schedule in subparagraph (a) of this paragraph.
- (c) In the event any storage is not fully operative in accordance with the schedule in subparagraph (a) of this paragraph or if, during the period of sale, the storage is not operated as required by the hydroelectric operating plans agreed upon in accordance with the Treaty, as modified by any detailed operating plan agreed upon in accordance with Article XIV(2)(k) of the Treaty, and the Canadian entitlement is thereby reduced, the British Columbia Hydro and Power Authority shall pay the Purchaser an amount equal to the cost it would have to incur to replace that part of the reduction in the Canadian entitlement which the vendees of the Purchaser could have used other than costs that could have been avoided had every reasonable effort to mitigate losses been made by the Purchaser, the United States entity and the owners of non-federal dams on the Columbia River in the United States of America. Alternatively, the British Columbia Hydro and Power Authority may, at its option, supply power to the Purchaser in an amount which assures that the Purchaser receives the capacity and energy which would have constituted that part of the reduction in the Canadian entitlement that the vendees of the Purchaser could have used if there had been no default, together with appropriate adjustments to reflect transmission costs in the United States of America, delivery to be made when the loss of power would otherwise have occurred.

If the assurance described in paragraph B.5. of this attachment is given to the Purchaser, the United States entity may succeed to all the rights of the Purchaser and its vendees to receive the entire Canadian entitlement, or that part that could be used by the vendees, and to be compensated by British Columbia Hydro and Power Authority in the event of non-receipt thereof. The United States entity agrees that before it purchases more costly power from any third party for the purpose of supplying the necessary amount of the Canadian entitlement to the Purchaser, it will first cause to be delivered to the Purchaser, or for its account, any available surplus capacity or energy from the United States Federal

Columbia River System and compensation to the United States entity because of such deliveries shall be computed by applying the then applicable rate schedules of the Bonneville Power Administration to the deliveries.

In the event of disagreement, determination of compensation in money or power due under this paragraph shall be resolved by arbitration and shall be confined to the actual loss incurred in accordance with the principles in this paragraph.

- (d) For the purpose of allocating downstream power benefits among the Treaty storages from April 1, 1998 to April 1, 2003, the percentage of downstream power benefits allocated to each Treaty storage shall be the percentage of the total of the Treaty storages provided by that storage.
2. For the period of the sale the British Columbia Hydro and Power Authority shall operate and maintain the Treaty storages in accordance with the provisions of the Treaty.
3. (a) The purchase price of the entitlement shall be \$254,400,000, in United States funds as of October 1, 1964, subject to adjustment, in the event of an earlier payment of all or part thereof, to the then present worth, at a discount rate of 4½ percent per annum.  
(b) The purchase price shall be paid to Canada contemporaneously with the exchange of ratifications of the Treaty and shall be applied towards the cost of constructing the Treaty projects through a transfer of the purchase price by Canada to the Government of British Columbia, pursuant to arrangements deemed satisfactory to Canada, to be entered into between Canada and the Government of British Columbia.
4. If, during the period of the sale, there is any reduction in Canada's entitlement to downstream power benefits which results from action taken by the Canadian entity pursuant to paragraph 7 of Annex A of the Treaty, the British Columbia Hydro and Power Authority shall, by supplying power to the Purchaser, or otherwise as may be agreed, offset that reduction in a manner so that the Purchaser will be compensated therefor.
5. The Purchaser shall have and may exercise the rights of the British Columbia Hydro and Power Authority relating to the negotiation and conclusion with the United States entity, of proposals relating to the exchanges authorized by Article VIII(2) of the Treaty with respect to any portion of Canada's entitlement to downstream power benefits sold to the Purchaser.

B. The Notes to be exchanged pursuant to Article VIII(1) of the Treaty shall contain, inter alia, provisions incorporating the following requirements:

1. As soon as practicable after start of construction of each Treaty project the Canadian and United States entities shall agree upon a program for filling the storage provided by the project. The filling program shall have the objective of having the storages described in Article II(2)(c) and Article II(2)(b) of the Treaty full by September 1 following the date when the storages become fully operative and the storage provided by the dam mentioned in Article II(2)(a) of the Treaty full to 15 million acre-feet by September 1, 1975. This objective shall be reflected in the hydroelectric operating plans and shall take into account generating requirements at-site and downstream in Canada and the United States of America to meet loads.
2. In the event the United States of America becomes entitled to compensation in respect of a breach of the obligation under Article IV(6) of the Treaty to commence full operation of a storage, compensation payable to the United States of America under Article XVIII(5)(a) of the Treaty shall be made in an amount equal to 2.70 mills per kilowatt-hour, and 46 cents per kilowatt of dependable capacity for each month or fraction thereof, in United States funds, for and in lieu of the power which would have been forfeited under Article XVIII(5)(a) of the Treaty if Canada's entitlement to downstream power benefits had not been sold in the United States of America. Alternatively, Canada may, at its option, supply capacity and energy to the United States entity in an amount equal to that which would have been forfeited, together with appropriate adjustments to reflect transmission costs in the United States of America, delivery to be made when the loss would otherwise have occurred.
3. A diminution of Canada's entitlement to downstream power benefits sold in the United States of America which is directly attributable to a failure to comply with paragraph A.1(a) or paragraph A.2 of this attachment, in the absence of compensation therefor by the British Columbia Hydro and Power Authority, constitutes a breach of the Treaty by Canada and Article XVIII(5) of the Treaty and the exculpatory provisions in Article XVIII of the Treaty do not apply to such breach. Compensation or replacement of power as specified in paragraph A.1(c) of this attachment shall be made by Canada and shall be accepted by the United States of America as complete satisfaction of Canada's liability under this paragraph.
4. For any year in which Canada's entitlement to downstream power benefits is sold in the United States of America, the

United States entity may decide the amount of the downstream power benefits for purposes connected with the disposition thereof in the United States of America. This authorization, however, shall not affect the rights or relieve the obligations of the Canadian and United States entities relating to joint activities under the provisions of Article XIV and Annexes A and B of the Treaty; nor shall it apply to determination of compensation provided for in paragraph A.1(c) and paragraph B.2 of this attachment.

5. If necessary to accomplish the sale of Canada's entitlement to downstream power benefits in accordance with this attachment, the United States entity shall assure unconditionally the delivery to or for the account of the Purchaser, by appropriate exchange contracts, of an amount of power agreed between the United States entity and the Purchaser to be the equivalent of the entitlement during the period of the sale.
- C. Canada shall designate the British Columbia Hydro and Power Authority as the Canadian entity for the purposes of Article XIV(1) of the Treaty.

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*The Canadian Secretary of State for External Affairs to the Secretary of State*

THE SECRETARY OF STATE FOR EXTERNAL AFFAIRS

CANADA

January 22, 1964

SIR,

I have the honour to refer to your Note dated January 22, 1964, together with the attachment thereto regarding the Treaty between Canada and the United States of America relating to cooperative development of the water resources of the Columbia River Basin signed at Washington on January 17, 1961.

I wish to advise you that the Government of Canada agrees that your Note with the attachment thereto, together with this reply, shall constitute an agreement between our two Governments relating to the Treaty.

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

PAUL MARTIN  
*Secretary of State  
for External Affairs*

The Honourable  
DEAN RUSK,

*Secretary of State of the  
United States of America,  
Washington.*

*The Canadian Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 140

OTTAWA, September 16, 1964.

EXCELLENCY,

I have the honour to refer to the Treaty between Canada and the United States of America relating to cooperative development of the water resources of the Columbia River Basin signed at Washington on 17 January 1961, to the Protocol attached to my Note to the Honourable Dean Rusk, Secretary of State of the United States of America, dated 22 January 1964, and to the exchange of instruments of ratification of the Treaty which occurred today.

I also have the honour to refer to the discussions which have been held between representatives of the Government of Canada and of the Government of the United States of America in connection with the Exchange of Notes, dated 22 January 1964, regarding sale in the United States of America of Canada's entitlement under the Treaty to downstream power benefits.

My Government also understands that your Government has designated the Administrator of the Bonneville Power Administration, Department of the Interior, and the Division Engineer, North Pacific Division, Corps of Engineers, Department of the Army, as the United States Entity for the purposes of Article XIV(1) of the Treaty, and I would inform you that the Government of Canada has designated the British Columbia Hydro and Power Authority, a corporation incorporated in the Province of British Columbia by the British Columbia Hydro and Power Authority Act, 1964, as the Canadian Entity for the purposes of that Article. A copy of the designation is attached hereto.

On the basis of those discussions the Government of Canada proposes that the Canadian Entitlement Purchase Agreement regarding the sale in the United States of America of the Canadian Entitlement under the Treaty to downstream power benefits entered into between the British Columbia Hydro and Power Authority and the Columbia Storage Power Exchange, the single purchaser referred to in the attachment to your Note of January 22, 1964, relating to the terms of the sale, a copy of which agreement is attached hereto, be authorized for the purposes of Article VIII(1) of the Treaty as a disposal of the Canadian Entitlement in the United States of America for the period and in accordance with the other terms and provisions set out in the Canadian Entitlement Purchase Agreement.

My Government also understands that your Government pursuant to paragraph E.5 in the attachment to Mr. Secretary Rusk's Note of January 22, 1964, relating to the terms of the sale, has determined that the United States Entity shall enter into and that it has entered into

the Canadian Entitlement Exchange Agreements which agreements assure unconditionally the delivery for the account of the Columbia Storage Power Exchange of an amount of power agreed between the United States Entity and the Columbia Storage Power Exchange to be the equivalent of the Canadian Entitlement being sold under the Canadian Entitlement Purchase Agreement, and that the United States Entity has succeeded to all the rights and obligations of the Columbia Storage Power Exchange under the Canadian Entitlement Purchase Agreement other than the obligation to pay the purchase price, and further that the United States Entity has, pursuant to Article XI of the Treaty, approved the use of the improved stream flow in the United States of America brought about by the Treaty by entering into Canadian Entitlement Allocation Agreements with owners of non-Federal dams on the Columbia River.

My Government also understands that the two Governments are agreed that the Government of the United States of America undertakes that:

- (1) So long as the Canadian Entitlement Exchange Agreements remain in force, the United States Entity will perform all the obligations of the Columbia Storage Power Exchange under the Canadian Entitlement Purchase Agreement other than the obligation to pay the purchase price specified in Section 3 of the Canadian Entitlement Purchase Agreement;
- (2) In the event the Canadian Entitlement is reduced as a result of a failure on the part of the Canadian Entity to comply with Section 4 of the Canadian Entitlement Purchase Agreement and if the failure results other than from wilful omission by the Canadian Entity to fulfill its obligations under that agreement, the United States Entity will, without compensation, offset the effect of that failure by adjusting the operation of the portion of the System described in Step I of paragraph 7 of Annex B of the Treaty which is in the United States of America to the extent that the United States Entity can do so without loss of energy or capacity to that portion of the System; and
- (3) If the procedure described in paragraph (2) above does not fully offset the effect of the failure, then to the extent the entities agree thereon, an additional offsetting adjustment in the operation of the portion of the System described in Step I of Annex B of the Treaty which is in the United States of America and which would result in only an energy loss will be made if the Canadian Entity delivers to the United States Entity energy sufficient to make up one half that energy loss.
- (4) In order to make up any reduction in the Canadian Entitlement, which reduction is to be determined in accordance with

Section 6 of the Canadian Entitlement Purchase Agreement, the United States Entity will cause to be delivered the least expensive capacity and energy available and, to the extent that it would be the least expensive available, will deliver, at the then applicable rate schedules of the Bonneville Power Administration, any available surplus capacity and energy from the United States Federal Columbia River System.

The Government of Canada also proposes that:

- (5) Contemporaneously with the exchange of the instruments of ratification CSPE shall have paid to Canada the sum in United States funds of \$253,929,534.25, being the equivalent of the sum of \$254,400,000 in United States funds as of October 1, 1964 adjusted to September 16, 1964 at a discount rate of 4½ percent per annum on the basis set out in the January 22, 1964 Exchange of Notes between our two Governments relating to the terms of sale, which sum shall be applied towards the cost of constructing the Treaty projects through a transfer of the sum by Canada to the Government of British Columbia pursuant to arrangements entered into between Canada and British Columbia.
- (6) No modification or renewal of the Canadian Entitlement Purchase Agreement shall be effective until approved by the Governments of Canada and the United States of America, evidenced by an Exchange of Notes.
- (7) The storages described in Article II of the Treaty shall be considered fully operative when the facilities for such storages are available and outlet facilities are operable for regulating flows in accordance with the flood control and hydroelectric operating plans.
- (8) As soon as practicable, the Canadian and United States Entities shall agree upon a program for filling the storage provided by each of the Treaty projects. The filling program shall have the objective of having the storages described in Article II(2)(a), Article II(2)(b), and Article II(2)(c) of the Treaty filled to the extent that usable storage, in the amounts provided for each storage in Article II of the Treaty is available by September 1 following the date when the storage becomes fully operative, and of having the storage provided by the dam described in Article II(2)(a) filled to 15 million acre-feet by September 1, 1975. This objective shall be reflected in the hydroelectric operating plans and shall take into account generating requirements at-site and downstream in Canada and the United States of America to meet loads and requirements for flood control.
- (9) In the event the United States of America becomes entitled to compensation from Canada for loss of downstream power

benefits, other than Canada's entitlement to downstream power benefits, in respect of a breach of the obligation under Article IV(6) of the Treaty to commence full operation of a storage, compensation payable to the United States of America under Article XVIII(5)(a) of the Treaty shall be made in an amount equal to 2.70 mills per kilowatt-hour of energy, and 46 cents per kilowatt of dependable capacity for each month or fraction thereof, in United States Funds, for and in lieu of the power which would have been forfeited under Article XVIII(5)(a) of the Treaty if Canada's entitlement to downstream power benefits had not been sold in the United States of America. The power which would have been forfeited shall be Canada's entitlement to downstream power benefits attributable to the particular storage had it commenced full operation in accordance with Article IV(6) of the Treaty and shall consist of (1) dependable capacity for the period of forfeiture and (2) that portion of average annual usable energy which would have been available during the period of forfeiture assuming the energy to be available at a uniform rate throughout the year. Alternatively, Canada may, at its option, offset the power for which compensation is to be made by delivering capacity and energy to the United States Entity, such delivery to be made, unless otherwise agreed by the entities, during the period of breach and at a uniform rate. The option for Canada to provide power in place of paying money shall permit Canada to make compensation partly by supplying power and partly by paying money, as may be mutually agreed by the entities.

- (10) The Canadian Entity shall at reasonable intervals provide current reports to the United States Entity of the progress of construction of the Treaty storages. In the event there is a likelihood of delay in meeting the completion dates set out in Section 4 of the Canadian Entitlement Purchase Agreement or a delay which will give rise to a claim under paragraph (9) hereof the Canadian Entity will advise of the probability of power being available to make the compensation required.
- (11) To the extent the Canadian Entity does not make compensation for a reduction in the Canadian Entitlement arising as a result of a failure to comply with Section 4 of the Canadian Entitlement Purchase Agreement, Canada shall make such compensation and such compensation shall be accepted in complete satisfaction of all claims arising out of the failure in respect of the reduction in the Canadian Entitlement for which such compensation was made.
- (12) For any year in which Canada's Entitlement to downstream power benefits is sold to Columbia Storage Power Exchange,

the United States Entity may decide the amount of the downstream power benefits for purposes connected with the disposition thereof in the United States of America. This authorization, however, shall neither affect the rights or relieve the obligations of the Canadian and United States Entities relating to joint activities under the provisions of Article XIV and Annexes A and B of the Treaty, nor shall it apply to determination of compensation provided for in the Canadian Entitlement Purchase Agreement or pursuant to paragraph (9) hereof or to determination of the power benefits to which Canada is entitled.

- (13) Any power delivered by the Canadian Entity or by Canada in accordance with the Canadian Entitlement Purchase Agreement or this Note shall be delivered at points of interconnection on the Canadian-United States border mutually acceptable to the entities. Appropriate adjustments shall be made to reflect transmission costs and transmission losses in the United States of America.
- (14) Any dispute arising under the Canadian Entitlement Purchase Agreement, including, but without limitation, a dispute whether any event requiring compensation has occurred, the amount of compensation due or the amount of any over-delivery of power is agreed to be a difference under the Treaty to be settled in accordance with the provisions of Article XVI of the Treaty, and the parties to the Canadian Entitlement Purchase Agreement may avail themselves of the jurisdiction hereby conferred.

The Government of Canada therefore proposes that if agreeable to your Government this Note together with your reply thereto constitutes an agreement by our Governments relating to the Treaty with effect from the date of the exchange of instruments of ratification of the Treaty.

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

PAUL MARTIN  
*Secretary of State for  
External Affairs.*

His Excellency,  
W. WALTON BUTTERWORTH,  
*Ambassador of the United States  
of America,  
Ottawa.*

P.C. 1964-1407

Certified to be a true copy of a Minute of a Meeting of the Committee of the Privy Council, approved by His Excellency the Governor General on the 4th September, 1964.

CANADA  
PRIVY COUNCIL

The Committee of the Privy Council, on the recommendation of the Right Honourable Lester B. Pearson, the Prime Minister, advise that Your Excellency may be pleased to designate the British Columbia Hydro and Power Authority, a corporation incorporated in the Province of British Columbia by the British Columbia Hydro and Power Authority Act 1964, as the Canadian entity for the purposes of Article XIV of a treaty dated January 17, 1961 at Washington, D.C. U.S.A. between Canada and the United States of America relating to co-operative development of the water resources of the Columbia River Basin, such designation to take effect on the date on which the Instruments of Ratification of the Treaty shall be exchanged.

  
CLERK OF THE PRIVY COUNCIL

#### CANADIAN ENTITLEMENT PURCHASE AGREEMENT

This Agreement executed this thirteenth day of August, 1964, by and between COLUMBIA STORAGE POWER EXCHANGE, a nonprofit corporation organized under the laws of the State of Washington, hereinafter referred to as "CSPE",

and

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a corporation incorporated in the Province of British Columbia, Canada, by the British Columbia Hydro and Power Authority Act, 1964, hereinafter referred to as "the Authority".

#### WHEREAS:

A. The Governments of the United States of America and Canada are exchanging instruments of ratification of the Treaty Between Canada and the United States of America Relating to the Cooperative Development of the Water Resources of the Columbia River Basin Signed at Washington January 17, 1961. By an Exchange of Notes dated January 22, 1964, the two Governments agreed upon the terms of a Protocol with effect from the date of the exchange of instruments of ratification of the Treaty aforesaid (which Treaty and Protocol are hereinafter referred to as the "Treaty").

B. Under the terms of the Treaty, Canada is entitled to receive from the United States one half of the annual average usable energy and one half of the dependable hydroelectric capacity which can be realized in the United States each year as a result of use of the improved stream flow on the Columbia River created by storage to be constructed in Canada.

C. The Government of Canada and the Government of British Columbia have entered into an agreement dated 8 July, 1963, and a supplementary agreement dated 13 January, 1964, wherein it was agreed that all proprietary rights, title and interests arising under the Treaty, including all rights to downstream power benefits, belong to the Government of British Columbia, and providing that Canada shall designate the Authority as the Canadian Entity as provided for in Article XIV of the Treaty. Pursuant to such agreement Canada is designating the Authority as the Canadian Entity.

D. The Authority is, by virtue of an Order in Council of the Province of British Columbia, dated August 7, 1964, required and authorized to exercise all the rights and powers granted to the Canadian Entity and to perform all the obligations imposed on the Canadian Entity by the Treaty and to enter into this Agreement.

E. CSPE is incorporated with the object of purchasing for a term of years Canada's rights to downstream power benefits under the Treaty and incurring indebtedness to finance such purchase and disposing of such rights under such arrangements as may be necessary to retire the corporate indebtedness and to pay the necessary expenses of CSPE incidental thereto.

F. The Governments of the United States of America and Canada, as contemplated by Article VIII of the Treaty and in pursuance of the Agreement of the two Governments contained in an Exchange of Notes dated January 22, 1964, relating thereto, are by an Exchange of Notes authorizing the disposition for a term of years within the United States of America of Canada's rights to downstream power benefits under the Treaty, which disposition when so authorized is to be effectuated by this Agreement in accordance with the provisions of the Treaty and documents supplementary thereto.

Now, THEREFORE, it is agreed:

#### SECTION 1. TERM

This Agreement shall be effective when authorized by the Governments of Canada and the United States of America by an Exchange of Notes pursuant to the Treaty and shall terminate at midnight on March 31, 2003.

#### SECTION 2. CONVEYANCE.

(1) The Authority does hereby sell, assign, and convey unto CSPE, and CSPE does hereby accept, the entitlement of Canada, as described in Article V(1) of the Treaty, to the downstream power benefits determined in accordance with Article VII of the Treaty, save and ex-

cept the entitlement of Canada to the downstream power benefits resulting from the construction or operation of the project referred to in Article IX of the Treaty, for the following periods of time:

- (a) The benefits resulting from the storage described in Article II(2)(c) of the Treaty (hereinafter referred to as Duncan Lake storage) for a period of 30 years commencing April 1, 1968; and
- (b) The benefits resulting from the storage described in Article II(2)(b) of the Treaty (hereinafter referred to as Arrow Lakes storage) for a period of 30 years commencing April 1, 1969; and
- (c) The benefits resulting from the storage described in Article II(2)(a) of the Treaty (hereinafter referred to as Mica Creek storage) for a period of 30 years commencing April 1, 1973.

(2) All of the entitlement to the downstream power benefits hereby conveyed for the aforementioned periods of time, without the reductions provided for in paragraph 7 of Annex A of the Treaty is hereinafter referred to as "the Canadian Entitlement".

(3) For the purpose of allocating downstream power benefits among the three Canadian storages provided for in the Treaty between April 1, 1998, and March 31, 2003, the percentage of downstream power benefits allocable to each of the said storages shall be the percentage of the total of the Canadian storages provided by that storage as set out in Article II of the Treaty.

#### SECTION 3. PAYMENT BY CSPE.

Contemporaneously with the exchange of the instruments of ratification, CSPE is causing to be paid to Canada the sum, in United States funds, of \$254,400,000.00 as of October 1, 1964, subject to adjustment in the event of an earlier payment thereof to the then present worth at a discount rate of 4½ percent per annum, which sum shall be applied towards the cost of constructing the Treaty projects through a transfer of the sum by Canada to the Government of British Columbia pursuant to arrangements entered into between Canada and British Columbia. The Authority acknowledges that the receipt by Canada of the said sum is consideration for all the covenants of the authority in this Agreement and particularly the covenants to construct and operate the Treaty projects and is a complete discharge of CSPE for the full purchase price for the sale effected in Section 2 of this Agreement.

#### SECTION 4. COVENANTS.

(1) The Authority covenants and agrees with CSPE that it will undertake all requisite construction work in a good and workmanlike manner and that the storages described in Article II of the Treaty

shall be fully operative for power purposes under this Agreement by the following dates:

- (a) The Duncan Lake storage, April 1, 1968.
- (b) The Arrow Lakes storage, April 1, 1969.
- (c) The Mica Creek storage, April 1, 1973.

To be fully operative the facilities for such storages shall be completed to the extent that storages are available and outlet facilities are operable for regulating flows in accordance with flood control and hydroelectric operating plans as contemplated by the Treaty.

(2) The Authority covenants and agrees with CSPE that it will operate and maintain the Treaty storages in a good and workmanlike manner and in accordance with the provisions of the Treaty and any arrangements made pursuant to the Treaty and that it will not take any action prohibited by the Treaty.

#### SECTION 5. FLOOD CONTROL.

Nothing in this Agreement affects or alters the obligations, rights, and privileges of the entities under the Treaty relating to operation and compensation for flood control and without restricting the generality of the foregoing, it is expressly agreed that any reduction in generation in the United States brought about by operation for flood control under the Treaty or any flood control arrangements made pursuant to the Treaty shall not be a reduction in the Canadian Entitlement for which compensation is required under this Agreement.

#### SECTION 6. COMPENSATION.

In the event the Canadian Entitlement is reduced as a result of a failure to comply with Section 4 of this Agreement:

(1) If the failure results other than from wilful omission by the Authority to fulfill its obligations under this Agreement, the United States Entity has agreed that it will, without compensation, offset the effect of that failure by adjusting the operation of the portion of the system described in Step I of paragraph 7 of Annex B of the Treaty which is in the United States to the extent that the United States Entity can do so without loss of energy or capacity to that portion of the System. If the foregoing procedure does not fully offset the effect of the failure, then to the extent the entities agree thereon, an additional offsetting adjustment in the operation of the portion of the system described in Step I of Annex B of the Treaty which is in the United States and which would result in only an energy loss will be made if the Authority delivers to the United States Entity energy sufficient to make up one half of that energy loss.

(2) If the effect of the failure is not entirely offset by the procedure specified in subsection (1) of this section, the reduction in the Canadian Entitlement shall be deemed to be one half of the difference in dependable hydroelectric capacity and average annual usable energy, capable of being produced by:

- (a) the Step II system as specified in Annex B of the Treaty for the year in which the reduction occurs, using the 30 year stream flow record provided for in Section 8 of the Protocol, with allowance in each of the 30 stream flow years for the effect of the Adjustment made in following the procedure specified in subsection (1) of this section and
- (b) the same system for that year with the application of allowance in each of the 30 stream flow years for the effects of the occurrence causing the reduction

and the dependable hydroelectric capacity and average annual usable energy for the purpose of paragraph (b) of this subsection shall be calculated on the basis of an operation for optimum generation in the United States in the light of the offsetting adjustments and in the light of the effects of the occurrence causing the reduction.

(3) If the failure is the result of an occurrence to which the procedure specified in subsection (1) of this section is not applicable, the reduction shall be deemed to be one half of the difference in dependable hydroelectric capacity and average annual usable energy, capable of being produced by:

- (a) the Step II system as specified in Annex B of the Treaty for the year in which the reduction occurs, using the 30 year stream flow record provided for in Section 8 of the Protocol, with no allowance for the effects of the occurrence causing the reduction and
- (b) the same system for that year with the application of allowance in each of the 30 stream flow years for the effects of the occurrence causing the reduction

and the dependable hydroelectric capacity and average annual usable energy for the purposes of paragraph (b) of this subsection shall be calculated on the basis of an operation for optimum generation in the United States in the light of the effects of the occurrence causing the reduction.

(4) The Authority shall make compensation for reductions in the Canadian Entitlement, which reductions are to be determined in accordance with subsections (2) or (3) of this section, in amounts equal to the cost of replacing the reductions in the Canadian Entitlement.

(5) The Authority may at its option, and in lieu of the monetary compensation payable under subsection (4) of this section, make compensation by supplying capacity and energy in an amount equal to the reduction in the Canadian Entitlement determined in accordance with subsections (2) or (3) of this section and adjusted to reflect transmission costs in the United States, delivery to be made

when the loss would otherwise have occurred. The Authority may provide combinations of money, capacity and energy that are mutually acceptable in discharge of its obligation to make compensation under this section.

(6) The Authority shall give notice as soon as possible after it becomes apparent to it that compensation may be due and will at that time indicate the amounts of capacity and energy which it anticipates it will be able to make available.

(7) The United States Entity has agreed that, in order to make up any reduction in the Canadian Entitlement, it will cause to be delivered the least expensive capacity and energy available and, to the extent that it would be the least expensive, will deliver at the then applicable rate schedules of the Bonneville Power Administration any available surplus capacity and energy from the United States Federal Columbia River System. The cost of replacement referred to in subsection (4) of this section shall be determined as if the reduction was in fact made up as contemplated by the agreement referred to in the preceding sentence.

(8) Compensation made in accordance with this section shall be accepted as satisfaction of all claims against the Authority with respect to the reduction in the Canadian Entitlement for which such compensation was made and with respect to the act or omission of the Authority from which the right to such compensation arose.

(9) Any obligation to mitigate damages by the United States Entity, CSPE, the vendees of CSPE, and the owners of the non-Federal dams on the Columbia River in the United States is satisfied by compliance with this section.

(10) If the Canadian Entitlement Exchange Agreements referred to in Section 10 are not in force, compensation for a reduction in the Canadian Entitlement in accordance with subsections (2) and (3) of this section, is required only in respect of that part of the reduction in the Canadian Entitlement which CSPE and its vendees could have used and only in respect of costs that could not have been avoided had every reasonable effort to mitigate been made by CSPE and the owners of non-Federal dams on the Columbia River in the United States.

#### SECTION 7. REDUCTION OF THE CANADIAN ENTITLEMENT IN ACCORDANCE WITH THE TREATY.

Any reduction in the Canadian Entitlement resulting from action taken pursuant to paragraph 7 of Annex A of the Treaty shall be determined in accordance with subsection (3) of Section 6 of this Agreement and unless otherwise agreed, the Authority shall offset the reduction by supplying capacity and energy equal to the reduction, the energy to be supplied in equal monthly amounts.

**SECTION 8. SETTLEMENT OF DISPUTES.**

Any dispute arising under this Agreement, including but without limitation a dispute as to whether any event requiring compensation has occurred, the amount of compensation due or the amount of any overdelivery of power, is agreed to be a difference under the Treaty to be settled in accordance with the provisions of Article XVI of the Treaty. Any determination of compensation in money or power due shall be confined to the actual loss incurred in accordance with the principles contained in Section 6 of this Agreement.

**SECTION 9. EXCHANGES OF CAPACITY AND ENERGY.**

(1) The Authority agrees that CSPE shall have and may exercise the rights of the Authority as the Canadian Entity relating to the negotiation and conclusion with the United States Entity of proposals relating to the exchanges authorized by Article VIII(2) of the Treaty with respect to any portion of the Canadian Entitlement.

(2) It is agreed that no exchange of capacity for energy or of energy for capacity or modification in the delivery of energy in equal amounts each month as provided in the Treaty shall be taken into account in the determination of compensation to be made by the Authority pursuant to this Agreement.

**SECTION 10. EXCHANGE AGREEMENTS.**

The Bonneville Power Administrator acting as the Administrator and for and on behalf of the United States Entity has by entering into Canadian Entitlement Exchange Agreements, assured unconditionally the delivery to the vendees of CSPE by appropriate exchange contracts of an amount of power agreed between the United States Entity and CSPE to be the equivalent of the Canadian Entitlement, and the United States Entity, while those Agreements are in force, will succeed to all the rights of CSPE and its vendees to receive the entire Canadian Entitlement and all other rights of CSPE arising from this Agreement. CSPE therefore instructs the Authority, until otherwise notified, to make any compensation whether in power or money required to be made by the Authority pursuant to Section 6 or Section 7 of this Agreement to the United States Entity. CSPE agrees that any settlement of a claim for compensation or arrangement entered into pursuant to this Agreement by the United States Entity shall be binding on CSPE.

**SECTION 11. PAYMENTS.**

(1) The Authority shall pay any amount in United States funds determined to be due in accordance with the terms hereof within thirty days of receipt of an invoice for such amount.

(2) Should the Authority deliver power in excess of the amount required as compensation, then appropriate adjustments shall be made in kind or in money.

**SECTION 12. APPROVALS.**

No modification or renewal of this Agreement shall be effective until approved by the Governments of Canada and the United States of America, evidenced by an Exchange of Notes.

**SECTION 13. DELIVERIES.**

Any power delivered by the Authority pursuant to this Agreement shall be delivered at mutually acceptable points of interconnection on the Canadian-United States border. Appropriate adjustments shall be made to reflect transmission costs and transmission losses in the United States.

**SECTION 14. NOTICES.**

Any notices shall be in writing and shall be delivered or mailed prepaid as follows:

Columbia Storage Power Exchange,  
20 N. Main Street  
East Wenatchee, Washington, U.S.A.

United States Entity  
c/o Bonneville Power Administration  
P. O. Box 3621  
Portland, Oregon 97208 U.S.A.

British Columbia Hydro and Power Authority  
970 Burrard Street  
Vancouver 1, British Columbia, Canada,

or such other address as may be signified by notice to the others.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

(SEAL)

BRITISH COLUMBIA HYDRO AND  
POWER AUTHORITY

Attest

By \_\_\_\_\_  
*Chairman.*

By \_\_\_\_\_  
*Secretary.*

(SEAL)

COLUMBIA STORAGE POWER  
EXCHANGE

Attest

By \_\_\_\_\_

*The American Ambassador to the Canadian Secretary of State for  
External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Ottawa, September 16, 1964*

No. 75

SIR,

I have the honor to refer to your note No. 140 of September 16, 1964, regarding the disposal of the Canadian entitlement to downstream power benefits in the United States, in accordance with Article VIII(1) of the Treaty between the United States of America and Canada relating to the cooperative development of the water resources of the Columbia River Basin, signed at Washington, January 17, 1961.

I wish to advise you that the Government of the United States of America has designated the Administrator of the Bonneville Power Administration, Department of the Interior, and the Division Engineer, North Pacific Division, Corps of Engineers, Department of the Army, as the United States Entity for the purposes of Article XIV(1) of the Treaty. A copy of the designation is attached to this note.

I wish also to advise that the Government of the United States of America confirms the proposals and understandings set forth in your note, and agrees that your note, together with this reply, shall constitute an agreement between our two Governments relating to the implementation of the provisions of the Treaty with effect from the date of the exchange of instruments of ratification of the Treaty.

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

W. W. BUTTERWORTH

Enclosure:  
As stated.

The Honorable

PAUL MARTIN, P.C., Q.C.,  
*Secretary of State for External Affairs,  
Ottawa.*

**EXECUTIVE ORDER                          No. 11177.**

**PROVIDING FOR CERTAIN ARRANGEMENTS UNDER THE COLUMBIA  
RIVER TREATY**

WHEREAS the treaty between the United States and Canada relating to cooperative development of the water resources of the Columbia River Basin (signed at Washington, D.C., on January 17, 1961; Executive C, 87th Congress, 1st Session) has come into force; and

WHEREAS Article XIV of such treaty (hereinafter referred to as the Treaty) provides for the designation of certain entities which are empowered and charged with the duty to formulate and carry out the operating arrangements necessary to implement the Treaty, and authorizes the United States of America to designate one or more of such entities; and

WHEREAS Article XV of the Treaty authorizes the United States of America to appoint two members of the Permanent Engineering Board established by that Article:

Now, THEREFORE, by virtue of the authority vested in me by the Treaty and by the Constitution and statutes, and as President of the United States, it is hereby ordered as follows:

#### PART I. UNITED STATES ENTITY

SECTION 101. Designation of Entity. The Administrator of the Bonneville Power Administration, Department of the Interior, and the Division Engineer, North Pacific Division, Corps of Engineers, Department of the Army, are hereby designated as an entity under Article XIV of the Treaty, to be known as the United States Entity for the Columbia River Treaty (hereinafter referred to as the Entity). The designated Administrator shall be the Chairman of the Entity.

SECTION 102. Functions of the Entity. The Entity shall have the functions set forth therefor in Article XIV, and in other provisions, of the Treaty.

SECTION 103. Departmental responsibilities. This order shall not affect (1) the respective responsibilities of the Department of the Army and the Department of the Interior for project operation and administration, (2) the respective responsibilities of the Secretary of the Army and the Chief of Engineers for the supervision and direction of the Department of the Army and the Office of the Chief of Engineers, or (3) the responsibility of the Secretary of the Interior for the supervision and direction of the Department of the Interior.

#### PART II. UNITED STATES SECTION, PERMANENT ENGINEERING BOARD

SECTION 201. Appointment of members of the Permanent Engineering Board. (a) The Secretary of the Interior and the Secretary of the Army shall each appoint one person as a United States member of the Permanent Engineering Board established by Article XV of the Treaty.

(b) Each such person shall be selected from among appropriately qualified individuals, who at the time of appointment may be, but need not necessarily be, officers or employees of the United States, and shall serve as a member of the Board during the pleasure of the appointing Secretary.

**SECTION 202. Alternate members.** In addition to the two members to be appointed under the provisions of Section 201 of this order, there shall be two alternate United States members of the Permanent Engineering Board. The provisions of Section 201 of this order shall apply to the selection, appointment, and service of the alternate members.

**SECTION 203. United States Section.** The members and alternate members appointed under the foregoing provisions of this Part shall compose the United States Section, Permanent Engineering Board, Columbia River Treaty, hereinafter referred to as the United States Section. The member appointed by the Secretary of the Army under Section 201(a) of this order shall be the Chairman of the United States Section.

**SECTION 204. Assistance to the United States Section.** With the consent of the respective heads thereof, departments and agencies of the Federal Government may, upon the request of the United States Section and to the extent not inconsistent with law, furnish assistance needed by the Section in connection with the performance of its functions.

### PART III. GENERAL

**SECTION 301. Reservation.** There is hereby reserved the right to modify or terminate any or all of the provisions of this order.

LYNDON B. JOHNSON

THE WHITE HOUSE,  
September 16, 1964

*The Canadian Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 141

OTTAWA, September 16, 1964

EXCELLENCY,

I have the honour to refer to my Note of January 22, 1964 addressed to the Honourable Dean Rusk, Secretary of State of the United States of America and the Protocol attached thereto regarding a Treaty between Canada and the United States of America relating to cooperative development of the water resources of the Columbia River Basin signed at Washington on 17 January, 1961 and to Mr. Secretary Rusk's reply of the same date. This Exchange of Notes relating to the carrying out of the provisions of the Treaty provides expressly that it shall come into effect from the date of the exchange of instruments of ratification of the Treaty.

The instruments of ratification of the Treaty having been exchanged on this 16th day of September 1964, I should like to propose that our two Governments confirm that the Intergovernmental Agreement set out in the said Exchange of Notes has now come into full force and effect. I should like to propose further that this Note together with your reply shall constitute an agreement between our two Governments with effect from this 16th day of September 1964.

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

PAUL MARTIN  
*Secretary of State  
for External Affairs*

His Excellency,

W. WALTON BUTTERWORTH,  
*Ambassador of the United States  
of America,  
Ottawa.*

*The American Ambassador to the Canadian Secretary of State for  
External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Ottawa, September 16, 1964

No. 78

SIR,

I have the honor to refer to your Note No. 141 dated September 16, 1964 regarding the Treaty between Canada and the United States of America relating to cooperative development of the water resources of the Columbia River Basin signed at Washington on January 17, 1961. I wish to advise you that the Government of the United States of America confirms that the Exchange of Notes with Annex of January 22, 1964 referred to in your note has now come into full force and effect. The Government of the United States of America further agrees that your note together with this reply shall constitute an agreement between our two Governments relating to the carrying out of the provisions of the Treaty with effect from this 16th day of September 1964.

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

W. W. BUTTERWORTH

The Honorable

PAUL MARTIN, P.C., Q.C.,  
*Secretary of State for External Affairs,  
Ottawa.*

# MULTILATERAL

## **Law of the Sea: Convention on the Territorial Sea and the Contiguous Zone**

*Done at Geneva April 29, 1958;*

*Ratification advised by the Senate of the United States of America  
May 26, 1960;*

*Ratified by the President of the United States of America March 24,  
1961;*

*Ratification of the United States of America deposited with the  
Secretary-General of the United Nations April 12, 1961;*

*Proclaimed by the President of the United States of America Sep-  
tember 8, 1964;*

*Entered into force September 10, 1964.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS the Convention on the Territorial Sea and the Contiguous Zone, adopted by the United Nations Conference on the Law of the Sea, Geneva, February 24 to April 27, 1958, was opened for signature from April 29 to October 31, 1958, and during that period was signed in behalf of the United States of America and forty-three other States;

WHEREAS a certified copy of the text of the said Convention, in the English, French, Chinese, Russian, and Spanish languages, is word for word as follows:

UNITED NATIONS CONFERENCE  
ON THE LAW OF THE SEA

CONVENTION  
ON THE TERRITORIAL SEA  
AND THE CONTIGUOUS ZONE



*UNITED NATIONS  
1958*

TIAS 5639

*Annex I* [<sup>1</sup>]

## CONVENTION ON THE TERRITORIAL SEA AND THE CONTIGUOUS ZONE

*The States Parties to this Convention**Have agreed as follows:*

## PART I

## TERRITORIAL SEA

## SECTION I. GENERAL

*Article 1*

1. The sovereignty of a State extends, beyond its land territory and its internal waters, to a belt of sea adjacent to its coast, described as the territorial sea.

2. This sovereignty is exercised subject to the provisions of these articles and to other rules of international law.

*Article 2*

The sovereignty of a coastal State extends to the air space over the territorial sea as well as to its bed and subsoil.

## SECTION II. LIMITS OF THE TERRITORIAL SEA

*Article 3*

Except where otherwise provided in these articles, the normal baseline for measuring the breadth of the territorial sea is the low-water line along the coast as marked on large-scale charts officially recognized by the coastal State.

*Article 4*

1. In localities where the coast line is deeply indented and cut into, or if there is a fringe of islands along the coast in its immediate vicinity, the method of straight baselines joining appropriate points may be employed in drawing the baseline from which the breadth of the territorial sea is measured.

2. The drawing of such baselines must not depart to any appreciable extent from the general direction of the coast, and the sea areas lying within the lines must be sufficiently closely linked to the land domain to be subject to the régime of internal waters.

3. Baselines shall not be drawn to and from low-tide elevations, unless lighthouses or similar installations which are permanently above sea level have been built on them.

4. Where the method of straight baselines is applicable under the provisions of paragraph 1, account may be taken, in determining particular baselines, of economic interests peculiar to the region concerned, the reality and the importance of which are clearly evidenced by a long usage.

5. The system of straight baselines may not be applied by a State in such a manner as to cut off from the high seas the territorial sea of another State.

6. The coastal State must clearly indicate straight baselines on charts, to which due publicity must be given.

<sup>1</sup> The text of the convention printed herein constituted Annex I to the Final Act of the United Nations Conference on the Law of the Sea, which was certified by the Legal Counsel, for the Secretary-General of the United Nations. [Footnote added by the Department of State.]

*Article 5*

1. Waters on the landward side of the baseline of the territorial sea form part of the internal waters of the State.

2. Where the establishment of a straight baseline in accordance with article 4 has the effect of enclosing as internal waters areas which previously had been considered as part of the territorial sea or of the high seas, a right of innocent passage, as provided in articles 14 to 23, shall exist in those waters.

*Article 6*

The outer limit of the territorial sea is the line every point of which is at a distance from the nearest point of the baseline equal to the breadth of the territorial sea.

*Article 7*

1. This article relates only to bays the coasts of which belong to a single State.

2. For the purposes of these articles, a bay is a well-marked indentation whose penetration is in such proportion to the width of its mouth as to contain landlocked waters and constitute more than a mere curvature of the coast. An indentation shall not, however, be regarded as a bay unless its area is as large as, or larger than, that of the semi-circle whose diameter is a line drawn across the mouth of that indentation.

3. For the purpose of measurement, the area of an indentation is that lying between the low-water mark around the shore of the indentation and a line joining the low-water marks of its natural entrance points. Where, because of the presence of islands, an indentation has more than one mouth, the semi-circle shall be drawn on a line as long as the sum total of the lengths of the lines across the different mouths. Islands within an indentation

shall be included as if they were part of the water areas of the indentation.

4. If the distance between the low-water marks of the natural entrance points of a bay does not exceed twenty-four miles, a closing line may be drawn between these two low-water marks, and the waters enclosed thereby shall be considered as internal waters.

5. Where the distance between the low-water marks of the natural entrance points of a bay exceeds twenty-four miles, a straight baseline of twenty-four miles shall be drawn within the bay in such a manner as to enclose the maximum area of water that is possible with a line of that length.

6. The foregoing provisions shall not apply to so-called "historic" bays, or in any case where the straight baseline system provided for in article 4 is applied.

*Article 8*

For the purpose of delimiting the territorial sea, the outermost permanent harbour works which form an integral part of the harbour system shall be regarded as forming part of the coast.

*Article 9*

Roadsteads which are normally used for the loading, unloading and anchoring of ships, and which would otherwise be situated wholly or partly outside the outer limit of the territorial sea, are included in the territorial sea. The coastal State must clearly demarcate such roadsteads and indicate them on charts together with their boundaries, to which due publicity must be given.

*Article 10*

1. An island is a naturally-formed area of land, surrounded by water, which is above water at high-tide.

2. The territorial sea of an island is measured in accordance with the provisions of these articles.

#### *Article 11*

1. A low-tide elevation is a naturally formed area of land which is surrounded by and above water at low-tide but submerged at high tide. Where a low-tide elevation is situated wholly or partly at a distance not exceeding the breadth of the territorial sea from the mainland or an island, the low-water line on that elevation may be used as the baseline for measuring the breadth of the territorial sea.

2. Where a low-tide elevation is wholly situated at a distance exceeding the breadth of the territorial sea from the mainland or an island, it has no territorial sea of its own.

#### *Article 12*

1. Where the coasts of two States are opposite or adjacent to each other, neither of the two States is entitled, failing agreement between them to the contrary, to extend its territorial sea beyond the median line every point of which is equidistant from the nearest points on the baselines from which the breadth of the territorial seas of each of the two States is measured. The provisions of this paragraph shall not apply, however, where it is necessary by reason of historic title or other special circumstances to delimit the territorial seas of the two States in a way which is at variance with this provision.

2. The line of delimitation between the territorial seas of two States lying opposite to each other or adjacent to each other shall be marked on large-scale charts officially recognized by the coastal States.

#### *Article 13*

If a river flows directly into the sea, the baseline shall be a straight line across the

mouth of the river between points on the low-tide line of its banks.

### SECTION III. RIGHT OF INNOCENT PASSAGE

#### SUB-SECTION A. RULES APPLICABLE TO ALL SHIPS

#### *Article 14*

1. Subject to the provisions of these articles, ships of all States, whether coastal or not, shall enjoy the right of innocent passage through the territorial sea.

2. Passage means navigation through the territorial sea for the purpose either of traversing that sea without entering internal waters, or of proceeding to internal waters, or of making for the high seas from internal waters.

3. Passage includes stopping and anchoring, but only in so far as the same are incidental to ordinary navigation or are rendered necessary by *force majeure* or by distress.

4. Passage is innocent so long as it is not prejudicial to the peace, good order or security of the coastal State. Such passage shall take place in conformity with these articles and with other rules of international law.

5. Passage of foreign fishing vessels shall not be considered innocent if they do not observe such laws and regulations as the coastal State may make and publish in order to prevent these vessels from fishing in the territorial sea.

6. Submarines are required to navigate on the surface and to show their flag.

#### *Article 15*

1. The coastal State must not hamper innocent passage through the territorial sea.

2. The coastal State is required to give appropriate publicity to any dangers to naviga-

tion, of which it has knowledge, within its territorial sea.

#### *Article 16*

1. The coastal State may take the necessary steps in its territorial sea to prevent passage which is not innocent.

2. In the case of ships proceeding to internal waters, the coastal State shall also have the right to take the necessary steps to prevent any breach of the conditions to which admission of those ships to those waters is subject.

3. Subject to the provisions of paragraph 4, the coastal State may, without discrimination amongst foreign ships, suspend temporarily in specified areas of its territorial sea the innocent passage of foreign ships if such suspension is essential for the protection of its security. Such suspension shall take effect only after having been duly published.

4. There shall be no suspension of the innocent passage of foreign ships through straits which are used for international navigation between one part of the high seas and another part of the high seas or the territorial sea of a foreign State.

#### *Article 17*

Foreign ships exercising the right of innocent passage shall comply with the laws and regulations enacted by the coastal State in conformity with these articles and other rules of international law and, in particular, with such laws and regulations relating to transport and navigation.

#### SUB-SECTION B. RULES APPLICABLE TO MERCHANT SHIPS

#### *Article 18*

1. No charge may be levied upon foreign ships by reason only of their passage through the territorial sea.

2. Charges may be levied upon a foreign ship passing through the territorial sea as payment only for specific services rendered to the ship. These charges shall be levied without discrimination.

#### *Article 19*

1. The criminal jurisdiction of the coastal State should not be exercised on board a foreign ship passing through the territorial sea to arrest any person or to conduct any investigation in connexion with any crime committed on board the ship during its passage, save only in the following cases:

(a) If the consequences of the crime extend to the coastal State; or

(b) If the crime is of a kind to disturb the peace of the country or the good order of the territorial sea; or

(c) If the assistance of the local authorities has been requested by the captain of the ship or by the consul of the country whose flag the ship flies; or

(d) If it is necessary for the suppression of illicit traffic in narcotic drugs.

2. The above provisions do not affect the right of the coastal State to take any steps authorized by its laws for the purpose of an arrest or investigation on board a foreign ship passing through the territorial sea after leaving internal waters.

3. In the cases provided for in paragraphs 1 and 2 of this article, the coastal State shall, if the captain so requests, advise the consular authority of the flag State before taking any steps, and shall facilitate contact between such authority and the ship's crew. In cases of emergency this notification may be communicated while the measures are being taken.

4. In considering whether or how an arrest should be made, the local authorities shall pay due regard to the interests of navigation.

5. The coastal State may not take any steps on board a foreign ship passing through the territorial sea to arrest any person or to conduct any investigation in connexion with any crime committed before the ship entered the territorial sea, if the ship, proceeding from a foreign port, is only passing through the territorial sea without entering internal waters.

#### *Article 20*

1. The coastal State should not stop or divert a foreign ship passing through the territorial sea for the purpose of exercising civil jurisdiction in relation to a person on board the ship.

2. The coastal State may not levy execution against or arrest the ship for the purpose of any civil proceedings, save only in respect of obligations or liabilities assumed or incurred by the ship itself in the course or for the purpose of its voyage through the waters of the coastal State.

3. The provisions of the previous paragraph are without prejudice to the right of the coastal State, in accordance with its laws, to levy execution against or to arrest, for the purpose of any civil proceedings, a foreign ship lying in the territorial sea, or passing through the territorial sea after leaving internal waters.

#### SUB-SECTION C. RULES APPLICABLE TO GOVERNMENT SHIPS OTHER THAN WARSHIPS

#### *Article 21*

The rules contained in sub-sections A and B shall also apply to government ships operated for commercial purposes.

#### *Article 22*

1. The rules contained in sub-section A and in article 18 shall apply to government ships operated for non-commercial purposes.

2. With such exceptions as are contained in the provisions referred to in the preceding paragraph, nothing in these articles affects the immunities which such ships enjoy under these articles or other rules of international law.

#### SUB-SECTION D. RULE APPLICABLE TO WARSHIPS

#### *Article 23*

If any warship does not comply with the regulations of the coastal State concerning passage through the territorial sea and disregards any request for compliance which is made to it, the coastal State may require the warship to leave the territorial sea.

### PART II

#### CONTIGUOUS ZONE

#### *Article 24*

1. In a zone of the high seas contiguous to its territorial sea, the coastal State may exercise the control necessary to:

(a) Prevent infringement of its customs, fiscal, immigration or sanitary regulations within its territory or territorial sea;

(b) Punish infringement of the above regulations committed within its territory or territorial sea.

2. The contiguous zone may not extend beyond twelve miles from the baseline from which the breadth of the territorial sea is measured.

3. Where the coasts of two States are opposite or adjacent to each other, neither of the two States is entitled, failing agreement between them to the contrary, to extend its contiguous zone beyond the median line every point of which is equidistant from the nearest points on the baselines from which the breadth of the territorial seas of the two States is measured.

### PART III

#### FINAL ARTICLES

##### *Article 25*

The provisions of this Convention shall not affect conventions or other international agreements already in force, as between States Parties to them.

##### *Article 26*

This Convention shall, until 31 October 1958, be open for signature by all States Members of the United Nations or of any of the specialized agencies, and by any other State invited by the General Assembly of the United Nations to become a Party to the Convention.

##### *Article 27*

This Convention is subject to ratification. The instruments of ratification shall be deposited with the Secretary-General of the United Nations.

##### *Article 28*

This Convention shall be open for accession by any States belonging to any of the categories mentioned in article 26. The instruments of accession shall be deposited with the Secretary-General of the United Nations.

##### *Article 29*

1. This Convention shall come into force on the thirtieth day following the date of deposit of the twenty-second instrument of ratification or accession with the Secretary-General of the United Nations.

2. For each State ratifying or acceding to the Convention after the deposit of the twenty-second instrument of ratification or accession, the Convention shall enter into force on the thirtieth day after deposit by such State of its instrument of ratification or accession.

##### *Article 30*

1. After the expiration of a period of five years from the date on which this Convention shall enter into force, a request for the revision of this Convention may be made at any time by any Contracting Party by means of a notification in writing addressed to the Secretary-General of the United Nations.

2. The General Assembly of the United Nations shall decide upon the steps, if any, to be taken in respect of such request.

##### *Article 31*

The Secretary-General of the United Nations shall inform all States Members of the United Nations and the other States referred to in article 26:

(a) Of signatures to this Convention and of the deposit of instruments of ratification or accession, in accordance with articles 26, 27 and 28;

(b) Of the date on which this Convention will come into force, in accordance with article 29;

(c) Of requests for revision in accordance with article 30.

*Article 32*

The original of this Convention, of which the Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations, who shall send certified copies thereof to all States referred to in article 26.

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

DONE at Geneva, this twenty-ninth day of April one thousand nine hundred and fifty-eight.

**CONFERENCE DES NATIONS UNIES****SUR LE DROIT DE LA MER****CONVENTION  
SUR LA MER TERRITORIALE  
ET LA ZONE CONTIGUË****NATIONS UNIES****1958**

TIAS 5639

*Annexe I***CONVENTION SUR LA MER TERRITORIALE ET LA ZONE CONTIGUÉ**

*Les Etats parties à la présente Convention*

*Sont convenus des dispositions suivantes:*

**P R E M I È R E P A R T I E****MER TERRITORIALE****SECTION I. — DISPOSITIONS GÉNÉRALES***Article premier*

1. La souveraineté de l'Etat s'étend, au-delà de son territoire et de ses eaux intérieures, à une zone de mer adjacente à ses côtes, désignée sous le nom de mer territoriale.

2. Cette souveraineté s'exerce dans les conditions fixées par les dispositions des présents articles et par les autres règles du droit international.

*Article 2*

La souveraineté de l'Etat riverain s'étend à l'espace aérien au-dessus de la mer territoriale, ainsi qu'au lit et au sous-sol de cette mer.

**SECTION II. — LIMITES DE LA MER TERRITORIALE***Article 3*

Sauf disposition contraire des présents articles, la ligne de base normale servant à mesurer la largeur de la mer territoriale est la laisse de basse mer longeant la côte, telle

qu'elle est indiquée sur les cartes marines à grande échelle reconnues officiellement par l'Etat riverain.

*Article 4*

1. Dans les régions où la ligne côtière présente de profondes échancrures et indentations, ou s'il existe un chapelet d'îles le long de la côte, à proximité immédiate de celle-ci, la méthode des lignes de base droites reliant des points appropriés peut être adoptée pour le tracé de la ligne de base à partir de laquelle est mesurée la largeur de la mer territoriale.

2. Le tracé de ces lignes de base ne doit pas s'écartez de façon appréciable de la direction générale de la côte et les étendues de mer situées en deçà de ces lignes doivent être suffisamment liées au domaine terrestre pour être soumises au régime des eaux intérieures.

3. Les lignes de base ne sont pas tirées vers ou à partir des éminences découvertes à marée basse, à moins que des phares ou des installations similaires se trouvant en permanence au-dessus du niveau de la mer n'aient été construits sur ces éminences.

4. Dans les cas où la méthode des lignes de base droites s'applique conformément aux dispositions du paragraphe 1, il peut être tenu compte, pour la détermination de certaines lignes de base, des intérêts économiques propres à la région considérée et dont la réalité et l'importance sont clairement attestées par un long usage.

5. Le système des lignes de base droites ne peut être appliqué par un Etat de manière à couper de la haute mer la mer territoriale d'un autre Etat.

6. L'Etat riverain doit indiquer clairement les lignes de base droites sur des cartes marines, en assurant à celles-ci une publicité suffisante.

#### *Article 5*

1. Les eaux situées du côté de la ligne de base de la mer territoriale qui fait face à la terre font partie des eaux intérieures de l'Etat.

2. Lorsque l'établissement d'une ligne de base droite conforme à l'article 4 a pour effet d'englober comme eaux intérieures des zones qui étaient précédemment considérées comme faisant partie de la mer territoriale ou de la haute mer, le droit de passage inoffensif prévu aux articles 14 à 23 s'applique à ces eaux.

#### *Article 6*

La limite extérieure de la mer territoriale est constituée par une ligne dont chaque point est à une distance égale à la largeur de la mer territoriale du point le plus proche de la ligne de base.

#### *Article 7*

1. Le présent article ne concerne que les baies dont un seul Etat est riverain.

2. Aux fins des présents articles, une baie est une échancrure bien marquée dont la pénétration dans les terres par rapport à sa largeur à l'ouverture est telle qu'elle contient des eaux cernées par la côte et constitue plus qu'une simple inflexion de la côte. Toutefois, une échancrure n'est considérée comme une baie que si sa superficie est égale ou supérieure à celle d'un demi-cercle ayant pour diamètre la ligne tirée en travers de l'entrée de l'échancrure.

3. Aux fins de l'établissement des mesures, la superficie d'une échancrure est celle qui est comprise entre la laisse de basse mer autour du rivage de l'échancrure et une ligne tracée entre les laisses de basse mer de ses points d'entrée naturels. Lorsque, en raison de la présence d'îles, une échancrure a plus d'une entrée, le demi-cercle est tracé en prenant comme diamètre la somme des lignes fermant les différentes entrées. La superficie des îles situées à l'intérieur d'une échancrure est comprise dans la superficie totale de celle-ci.

4. Si la distance entre les laisses de basse mer des points d'entrée naturels d'une baie n'excède pas 24 milles, une ligne de démarcation peut être tracée entre ces deux laisses de basse mer, et les eaux ainsi enfermées sont considérées comme eaux intérieures.

5. Lorsque la distance entre les laisses de basse mer des points d'entrée naturels d'une baie excède 24 milles, une ligne de base droite de 24 milles est tracée à l'intérieur de la baie, de manière à enfermer la superficie d'eau la plus grande qu'il soit possible de délimiter par une ligne de cette longueur.

6. Les dispositions précédentes ne s'appliquent pas aux baies dites "historiques", ni dans les cas où le système des lignes de base droites prévu par l'article 4 est appliqué.

#### *Article 8*

Aux fins de délimitation de la mer territoriale, les installations permanentes faisant partie intégrante du système portuaire qui s'avancent le plus vers le large sont considérées comme faisant partie de la côte.

#### *Article 9*

Les rades qui servent normalement au chargement, au déchargement et au mouillage des navires, et qui sans cela seraient situées, totalement ou en partie, en dehors du tracé

général de la limite extérieure de la mer territoriale, seront comprises dans la mer territoriale. L'Etat riverain doit délimiter nettement ces rades et les indiquer sur les cartes marines avec leurs limites, qui doivent faire l'objet d'une publicité suffisante.

#### *Article 10*

1. Une île est une étendue naturelle de terre entourée d'eau qui reste découverte à marée haute.
2. La mer territoriale d'une île est mesurée conformément aux dispositions des présents articles.

#### *Article 11*

1. Par hauts-fonds découvrants, il faut entendre les élévations naturelles de terrain qui sont entourées par la mer et découvertes à marée basse, mais recouvertes à marée haute. Dans les cas où des hauts-fonds découvrants se trouvent, totalement ou partiellement, à une distance du continent ou d'une île ne dépassant pas la largeur de la mer territoriale, la laisse de basse mer sur ces fonds peut être prise comme ligne de base pour mesurer la largeur de la mer territoriale.

2. Dans les cas où les hauts-fonds découvrants se trouvent totalement à une distance du continent ou d'une île supérieure à la largeur de la mer territoriale, ils n'ont pas de mer territoriale propre.

#### *Article 12*

1. Lorsque les côtes de deux Etats se font face ou sont limitrophes, aucun de ces Etats n'est en droit, à défaut d'accord contraire entre eux, d'étendre sa mer territoriale au-delà de la ligne médiane dont tous les points sont équidistants des points les plus proches des lignes de base à partir desquelles est mesurée la largeur de la mer territoriale de chacun des deux

Etats. Les dispositions du présent paragraphe ne s'appliquent cependant pas dans le cas où, à raison de titres historiques ou d'autres circonstances spéciales, il est nécessaire de délimiter la mer territoriale des deux Etats autrement qu'il n'est prévu dans ces dispositions.

2. La ligne de démarcation entre les mers territoriales de deux Etats dont les côtes se font face ou sont limitrophes est tracée sur les cartes marines à grande échelle reconnues officiellement par les Etats riverains.

#### *Article 13*

Si un fleuve se jette dans la mer sans former d'estuaire, la ligne de base est une ligne droite tracée à travers l'embouchure du fleuve entre les points limites de la marée basse sur les rives.

### SECTION III. — DROIT DE PASSAGE

#### INOFFENSIF

#### SOUS-SECTION A. — RÈGLES APPLICABLES À TOUS LES NAVIRES

#### *Article 14*

1. Sous réserve des dispositions des présents articles, les navires de tous les Etats, riverains ou non de la mer, jouissent du droit de passage inoffensif dans la mer territoriale.

2. Le passage est le fait de naviguer dans la mer territoriale, soit pour la traverser sans entrer dans les eaux intérieures, soit pour se rendre dans les eaux intérieures, soit pour prendre le large en venant des eaux intérieures.

3. Le passage comprend le droit de stoppage et de mouillage, mais seulement dans la mesure où l'arrêt ou le mouillage constituent des incidents ordinaires de navigation ou s'imposent

au navire en état de relâche forcée ou de dé-tresse.

4. Le passage est inoffensif tant qu'il ne porte pas atteinte à la paix, au bon ordre ou à la sécurité de l'Etat riverain. Ce passage doit s'effectuer en conformité des présents articles et des autres règles du droit international.

5. Le passage des bateaux de pêche étrangers n'est pas considéré comme inoffensif si ces bateaux ne se conforment pas aux lois et règlements que l'Etat riverain peut édicter et publier en vue de leur interdire la pêche dans la mer territoriale.

6. Les navires sous-marins sont tenus de passer en surface et d'arborer leur pavillon.

#### *Article 15*

1. L'Etat riverain ne doit pas entraver le passage inoffensif dans la mer territoriale.

2. L'Etat riverain est tenu de faire connaître de façon appropriée tous les dangers dont il a connaissance, qui menacent la navigation dans sa mer territoriale.

#### *Article 16*

1. L'Etat riverain peut prendre, dans sa mer territoriale, les mesures nécessaires pour empêcher tout passage qui n'est pas inoffensif.

2. En ce qui concerne les navires qui se rendent dans les eaux intérieures, l'Etat riverain a également le droit de prendre les mesures nécessaires pour prévenir toute violation des conditions auxquelles est subordonnée l'admission de ces navires dans lesdites eaux.

3. Sous réserve des dispositions du paragraphe 4, l'Etat riverain peut, sans établir de discrimination entre les navires étrangers, suspendre temporairement, dans des zones déterminées de sa mer territoriale, l'exercice du droit de passage inoffensif de navires étrangers si cette suspension est indispensable pour

la protection de sa sécurité. La suspension ne prendra effet qu'après avoir été dûment publiée.

4. Le passage inoffensif des navires étrangers ne peut être suspendu dans les détroits qui, mettant en communication une partie de la haute mer avec une autre partie de la haute mer ou avec la mer territoriale d'un Etat étranger, servent à la navigation internationale.

#### *Article 17*

Les navires étrangers qui exercent le droit de passage inoffensif doivent se conformer aux lois et règlements édictés par l'Etat riverain en conformité avec les présents articles et les autres règles du droit international et, en particulier, aux lois et règlements concernant les transports et la navigation.

### **SOUS-SECTION B.—RÈGLES APPLICABLES AUX NAVIRES DE COMMERCE**

#### *Article 18*

1. Il ne peut être perçu de taxes sur les navires étrangers à raison de leur simple passage dans la mer territoriale.

2. Des taxes ne peuvent être perçues sur un navire étranger passant dans la mer territoriale qu'en rémunération de services déterminés rendus à ce navire. Ces taxes sont perçues sans discrimination.

#### *Article 19*

1. La juridiction pénale de l'Etat riverain ne devrait pas être exercée à bord d'un navire étranger passant dans la mer territoriale, pour l'arrestation d'une personne ou l'exécution d'actes d'instruction à raison d'une infraction pénale commise à bord de ce navire lors du passage, sauf dans l'un ou l'autre des cas ci-après:

a) Si les conséquences de l'infraction s'étendent à l'Etat riverain;

b) Si l'infraction est de nature à troubler la paix publique du pays ou le bon ordre dans la mer territoriale;

c) Si l'assistance des autorités locales a été demandée par le capitaine du navire ou par le consul de l'Etat dont le navire bat pavillon; ou

d) Si ces mesures sont nécessaires pour la répression du trafic illicite des stupéfiants.

2. Les dispositions ci-dessus ne portent pas atteinte au droit de l'Etat riverain de prendre toutes mesures autorisées par sa législation en vue de procéder à des arrestations ou à des actes d'instruction à bord d'un navire étranger qui passe dans la mer territoriale en provenance des eaux intérieures.

3. Dans les cas prévus aux paragraphes 1 et 2 du présent article, l'Etat riverain doit, si le capitaine le demande, aviser l'autorité consulaire de l'Etat du pavillon avant de prendre des mesures quelconques, et faciliter le contact entre cette autorité et l'équipage du navire. En cas de nécessité urgente, cette notification peut être faite pendant que les mesures sont en cours d'exécution.

4. En examinant si l'arrestation doit être faite, et de quelle façon, l'autorité locale doit tenir compte des intérêts de la navigation.

5. L'Etat riverain ne peut prendre aucune mesure à bord d'un navire étranger qui passe dans la mer territoriale, en vue de procéder à une arrestation ou à des actes d'instruction à raison d'une infraction pénale commise avant l'entrée du navire dans la mer territoriale, si le navire, en provenance d'un port étranger, ne fait que passer dans la mer territoriale, sans entrer dans les eaux intérieures.

### *Article 20*

1. L'Etat riverain ne devrait ni arrêter ni dérouter un navire étranger passant dans la mer territoriale pour l'exercice de la juridiction civile à l'égard d'une personne se trouvant à bord.

2. L'Etat riverain ne peut pratiquer, à l'égard de ce navire, de mesures d'exécution ou de mesures conservatoires en matière civile que si ces mesures sont prises à raison d'obligations assumées ou de responsabilités encourues par ledit navire au cours ou en vue de la navigation lors de ce passage dans les eaux de l'Etat riverain.

3. Les dispositions du paragraphe précédent ne portent pas atteinte au droit de l'Etat riverain de prendre les mesures d'exécution ou les mesures conservatoires en matière civile que peut autoriser sa législation, à l'égard d'un navire étranger qui stationne dans la mer territoriale, ou qui passe dans la mer territoriale en provenance des eaux intérieures.

### **SOUS-SECTION C. — RÈGLES APPLICABLES AUX NAVIRES D'ÉTAT AUTRES QUE LES NAVIRES DE GUERRE**

### *Article 21*

Les règles prévues aux sous-sections A et B s'appliquent également aux navires d'Etat affectés à des fins commerciales.

### *Article 22*

1. Les règles prévues à la sous-section A et à l'article 18 s'appliquent aux navires d'Etat affectés à des fins non commerciales.

2. A l'exception des dispositions auxquelles se réfère le paragraphe précédent, aucune disposition des présents articles ne porte atteinte aux immunités dont jouissent ces navires en vertu desdits articles ou des autres règles du droit international.

**SOUS-SECTION D.—RÈGLE APPLICABLE  
AUX NAVIRES DE GUERRE**

**TROISIÈME PARTIE**

**ARTICLES FINALS**

*Article 23*

En cas d'inobservation par un navire de guerre des règles de l'Etat riverain sur le passage dans la mer territoriale, et faute par ce navire de tenir compte de l'invitation qui lui serait adressée de s'y conformer, l'Etat riverain peut exiger la sortie du navire hors de la mer territoriale.

**DEUXIÈME PARTIE**

**ZONE CONTIGUË**

*Article 24*

1. Sur une zone de la haute mer contiguë à sa mer territoriale, l'Etat riverain peut exercer le contrôle nécessaire en vue:

a) De prévenir les contraventions à ses lois de police douanière, fiscale, sanitaire ou d'immigration sur son territoire ou dans sa mer territoriale;

b) De réprimer les contraventions à ces mêmes lois, commises sur son territoire ou dans sa mer territoriale.

2. La zone contiguë ne peut s'étendre au-delà de 12 milles à partir de la ligne de base qui sert de point de départ pour mesurer la largeur de la mer territoriale.

3. Lorsque les côtes de deux Etats sont adjacentes ou se font face, aucun de ces deux Etats n'aura le droit, à défaut d'accord contraire entre eux, d'étendre sa zone contiguë au-delà de la ligne médiane dont chaque point est équidistant des points les plus proches des lignes de base à partir desquelles est mesurée la largeur de la mer territoriale de chacun de ces Etats.

Les dispositions de la présente Convention ne portent pas atteinte aux conventions ou aux autres accords internationaux en vigueur dans les rapports entre Etats parties à ces conventions ou accords.

*Article 25*

La présente Convention sera, jusqu'au 31 octobre 1958, ouverte à la signature de tous les Etats Membres de l'Organisation des Nations Unies ou d'une institution spécialisée, ainsi que de tout autre Etat invité par l'Assemblée générale des Nations Unies à devenir partie à la Convention.

*Article 27*

La présente Convention sera ratifiée. Les instruments de ratification seront déposés auprès du Secrétaire général de l'Organisation des Nations Unies.

*Article 28*

La présente Convention sera ouverte à l'adhésion de tout Etat appartenant à l'une des catégories mentionnées à l'article 26. Les instruments d'adhésion seront déposés auprès du Secrétaire général de l'Organisation des Nations Unies.

*Article 29*

1. La présente Convention entrera en vigueur le trentième jour qui suivra la date du dépôt auprès du Secrétaire général de l'Organisation des Nations Unies du vingt-deuxième instrument de ratification ou d'adhésion.

2. Pour chacun des Etats qui ratifieront la Convention ou y adhéreront après le dépôt du

vingt-deuxième instrument de ratification ou d'adhésion, la Convention entrera en vigueur le trentième jour après le dépôt par cet Etat de son instrument de ratification ou d'adhésion.

#### *Article 30*

1. Après expiration d'une période de cinq ans à partir de la date à laquelle la présente Convention entrera en vigueur, une demande de révision de la présente Convention peut être formulée en tout temps, par toute partie contractante, par voie de notification écrite adressée au Secrétaire général de l'Organisation des Nations Unies.

2. L'Assemblée générale des Nations Unies statue sur les mesures à prendre, le cas échéant, au sujet de cette demande.

#### *Article 31*

Le Secrétaire général de l'Organisation des Nations Unies notifie à tous les Etats Membres de l'Organisation des Nations Unies et aux autres Etats visés à l'article 26:

a) Les signatures apposées à la présente Convention et le dépôt des instruments de ratification ou d'adhésion, conformément aux articles 26, 27 et 28;

b) La date à laquelle la présente Convention entrera en vigueur, conformément à l'article 29;

c) Les demandes de révision présentées conformément à l'article 30.

#### *Article 32*

L'original de la présente Convention, dont les textes anglais, chinois, espagnol, français et russe font également foi, sera déposé auprès du Secrétaire général de l'Organisation des Nations Unies, qui en fera tenir copie certifiée conforme à tous les Etats visés à l'article 26.

EN FOI DE QUOI les plénipotentiaires sous-signés, dûment autorisés par leurs gouvernements respectifs, ont signé la présente Convention.

FAIT à Genève, le vingt-neuf avril mil neuf cent cinquante-huit.

## 聯合國海洋法會議

## 領海及鄰接區公約



聯合國  
一九五八

TIAS 5639

## 附 件 壹

### 領海及鄰接區公約

本公約當事各國，  
議定條款如下：

#### 第一編 領海

##### 第一節。總則

###### 第一條

一。國家主權及於本國領陸及內國水域以外鄰接本國海岸之一帶海洋，稱為領海。

二。此項主權依本條款規定及國際法其他規則行使之。

###### 第二條

沿海國之主權及於領海之上空及其海床與底土。

##### 第二節。領海之界限

###### 第三條

除本條款另有規定外，測算領海寬度之正常基線為沿海國官方承認之大比例尺海圖所標明之海岸低潮線。

###### 第四條

一。在海岸線甚為曲折之地區，或沿岸島嶼羅列密邇海岸之處，得採用以直線連接酌定各點之方法劃定測算領海寬度之基線。

二。劃定此項基線不得與海岸一般方向相去過遠，且基線內之海面必須充分接近領陸方屬內國水域範圍。

三。低潮高地不得作為劃定基線之起

迄點，但其上建有經常高出海平面之燈塔或類似設置者，不在此限。

四。遇有依第一項規定可適用直線基線方法之情形，關係區域內之特殊經濟利益經由長期慣例證明實在而重要者，得於確定特定基線時予以注意。

五。一國適用直線基線辦法不得使他國領海與公海隔絕。

六。沿海國應將此項直線基線在海圖上標明，並妥為通告周知。

###### 第五條

一。領海基線向陸一方之水域構成一國內國水域之一部份。

二。依第四條劃定直線基線致使原先認為領海或公海一部份之水面劃屬內國水域時，在此項水面內應有第十四條至第二十三條所規定之無害通過權。

###### 第六條

領海之外部界限為每一點與基線上最近之點距離等於領海寬度之線。

###### 第七條

一。本條僅對海岸屬於一國之海灣加以規定。

二。本條款所稱海灣指明顯之水曲，其內曲程度與入口闊度之比例使其中之水成陸地包圍狀，而不僅為海岸之彎曲處。但水曲除其面積等於或大於以連貫曲口之線為直徑畫成之半圓形者外，不得視為海灣。

三。測定水曲面積，以水曲沿岸周圍之低潮標與連接其天然入口各端低潮標之線間之面積為準。水曲因有島嶼致曲口不止一處者，半圓形應以各口口徑長度之總和為直徑畫成之。水曲內島嶼應視為水曲水面之一部份，一併計入之。

四。海灣天然入口各端低潮標間之距離不超過二十四浬者，得在此兩低潮標之間劃定收口線，其所圍入之水域視為內國水域。

五。如海灣天然入口各端低潮標間之距離超過二十四浬，應在灣內劃定長度二十四浬之直線基線，並擇其可能圍入最大水面之一線。

六。前列規定不適用於所謂“歷史性”海灣或採用第四條所載直線基線辦法之任何情形。

#### 第八條

劃定領海界限時，出海最遠之永久海港工程屬於整個海港系統之內者應視為構成海岸之一部份。

#### 第九條

凡通常供船舶裝、卸及下錨用途之泊船處，雖全部或一部位於領海外部界限以外，仍屬領海範圍。沿海國應將此項泊船處明加界劃，並在海圖上連同其界線一併載明；此項界線應妥為通告周知。

#### 第十條

一。稱島嶼者指四面圍水、露出高潮水面之天然形成之陸地。

二。島嶼之領海依本條款規定測定之。

#### 第十一條

一。稱低潮高地者謂低潮時四面圍水

但露出水面而於高潮時淹沒之天然形成之陸地。低潮高地之全部或一部份位於距大陸或島嶼不超過領海寬度之處者，其低潮線得作為測算領海寬度之基線。

二。低潮高地全部位於距大陸或島嶼超過領海寬度之處者，其本身無領海。

#### 第十二條

一。兩國海岸相向或相鄰者，除彼此另有協議外，均無權將本國領海擴展至每一點均與測算各該國領海寬度之基線上最近各點距離相等之中央線以外。但如因歷史上權利或其他特殊情況而須以異於本項規定之方法劃定兩國領海之界限，本項規定不適用之。

二。相向兩國或相鄰兩國之領海分界線應於沿海國官方承認之大比例尺海圖上標明之。

#### 第十三條

河川直接流注入海者，以河岸低潮線間連接河口各端之直線為基線。

#### 第三節 無害通過權

##### 甲款。適用於一切船舶之規則

#### 第十四條

一。無論是否沿海國之各國船舶依本條款之規定享有無害通過領海之權。

二。稱通過者謂在領海中航行，其目的或僅在經過領海而不進入內國水域，或為前往內國水域，或為自內國水域駛往公海。

三。通過包括停船及下錨在內，但以通常航行附帶有此需要，或因不可抗力或遇災難確有必要者為限。

四。通過如不妨害沿海國之和平、善良秩序或安全即係無害通過。此項通過應遵照本條款及國際法其他規則為之。

五。外國漁船於通過時如不遵守沿海國為防止此等船舶在領海內捕魚而制定公佈之法律規章，應不視為無害通過。

六。潛水船艇須在海面上航行並揭示其國旗。

#### 第十五條

一。沿海國不得阻礙領海中之無害通過。

二。沿海國須將其所知之領海內航行危險以適當方式通告周知。

#### 第十六條

一。沿海國得在其領海內採取必要步驟，以防止非為無害之通過。

二。關於駛往內國水域之船舶，沿海國亦應有權採取必要步驟，以防止違反准其駛入此項水域之條件。

三。以不抵觸第四項之規定為限，沿海國於保障本國安全確有必要時，得在其領海之特定區域內暫時停止外國船舶之無害通過，但在外國船舶間不得有差別待遇。此項停止須於妥為公告後，方始發生效力。

四。在公海之一部份與公海另一部份或外國領海之間供國際航行之用之海峽中，不得停止外國船舶之無害通過。

#### 第十七條

外國船舶行使無害通過權時應遵守沿海國依本條款及國際法其他規則所制定之法律規章，尤應遵守有關運輸及航行之此項法律規章。

#### 乙款。適用於商船之規則

##### 第十八條

一。外國船舶僅在領海通過者，不得向其徵收任何費用。

二。向通過領海之外國船舶徵收費用應僅以船舶受有特定服務須為償付之情形為限。徵收此項費用不得有差別待遇。

##### 第十九條

一。沿海國不得因外國船舶通過領海時船上發生犯罪行為而在通過領海之船上行使刑事管轄權、逮捕任何人或從事調查，但有下列情形之一者，不在此限：

(甲) 犯罪之後果及於沿海國者；

(乙) 犯罪行為擾亂國家和平或領海之善良秩序者；

(丙) 經船長或船旗國領事請求地方當局予以協助者；

(丁) 為取締非法販運麻醉藥品確有必要者。

二。前列規定不影響沿海國依本國法律對駛離內國水域通過領海之外國船舶採取步驟在船上實行逮捕或調查之權。

三。遇有本條第一項及第二項所規定之情形，沿海國應於船長請求時，在採取任何步驟之前，先行通知船旗國領事機關，並應對該機關與船員間之接洽予以便利。如情形緊急，此項通知得於採取措施之際為之。

四。地方當局於考慮是否或如何實行逮捕時，應妥為顧及航行之利益。

五。倘外國船舶自外國海港啓航，僅通過領海而不進入內國水域，沿海國不得因該船進入領海前所發生之犯罪行為而在其通過領海時於船上採取任何步驟、逮捕任何人或從事調查。

### 第二十條

一. 沿海國對於通過領海之外國船舶不得為向船上之人行使民事管轄權而令船停駛或變更船舶航向。

二. 除關於船舶本身在沿海國水域航行過程中或為此種航行目的所承擔或所生債務或義務之訴訟外，沿海國不得因任何民事訴訟而對船舶從事執行或實行逮捕。

三. 前項規定不妨礙沿海國為任何民事訴訟依本國法律對在其領海內停泊或駛離內國水域通過領海之外國船舶從事執行或實行逮捕之權。

丙款. 適用於軍艦以外政府船舶之規則

### 第二十一條

甲款及乙款所載規則亦適用於商務用途之政府船舶。

### 第二十二條

一. 甲款及第十八條所載規則適用於非商務用途之政府船舶。

二. 除前項所稱各項規定內載明之例外情形外，本條款絕不影響此項船舶依本條款或國際法其他規則所享有之豁免。

丁款. 適用於軍艦之規則

### 第二十三條

任何軍艦不遵守沿海國有關通過領海之規章，經請其遵守而仍不依從者，沿海國得要求其離開領海。

## 第二編 鄰接區

### 第二十四條

一. 沿海國得在鄰接其領海之公海區內行使必要之管制以：

(甲) 防止在其領土或領海內有違犯其海關、財政、移民或衛生規章之行為；

(乙) 懲治在其領土或領海內違犯前述規章之行為。

二. 此項鄰接區自測定領海寬度之基線起算，不得超出十二浬。

三. 兩國海岸相向或相鄰者，除彼此另有協議外，均無權將本國之鄰接區擴展至每一點均與測算兩國領海寬度之基線上最近各點距離相等之中央線以外。

## 第三編 最後條款

### 第二十五條

本公約之條款對於現已生效之公約或其他國際協定，就其當事各國間關係言，並不發生影響。

### 第二十六條

本公約在一九五八年十月三十一日以前聽由聯合國或任何專門機關之全體會員國及經由聯合國大會邀請參加為本公約當事一方之任何其他國家簽署。

### 第二十七條

本公約應予批准。批准文件應送交聯合國秘書長存放。

### 第二十八條

本公約應聽由屬於第二十六條所稱任何一類之國家加入。加入文件應送交聯合國秘書長存放。

### 第二十九條

一. 本公約應於第二十二件批准或加入文件送交聯合國秘書長存放之日起三十日起發生效力。

二. 對於在第二十二件批准或加入文件存放後批准或加入本公約之國家，本公約應於各該國存放批准或加入文件後三十日起發生效力。

### 第三十條

一. 締約任何一方得於本公約生效之日起滿五年後隨時書面通知聯合國秘書長請求修改本公約。

二. 對於此項請求應採何種步驟，由聯合國大會決定之。

### 第三十一條

聯合國秘書長應將下列事項通知聯合國各會員國及第二十六條所稱之其他國家：

(甲) 依第二十六條、第二十七條及第二十八條對本公約所為之簽署及送存之批准或加入文件；

(乙) 依第二十九條本公約發生效力之日期；

(丙) 依第三十條所提關於修改本公約之請求。

### 第三十二條

本公約之原本應交聯合國秘書長存放，其中文、英文、法文、俄文及西班牙文各本同一作準；秘書長應將各文正式副本分送第二十六條所稱各國。

為此，下列全權代表各秉本國政府正式授予簽字之權，謹簽字於本公約，以昭信守。

公曆一千九百五十八年四月二十九日  
訂於日内瓦。

**КОНФЕРЕНЦИЯ ОБЪЕДИНЕННЫХ НАЦИЙ  
ПО ВОПРОСАМ МОРСКОГО ПРАВА**

**КОНВЕНЦИЯ  
О ТЕРРИТОРИАЛЬНОМ МОРЕ  
И ПРИЛЕЖАЩЕЙ ЗОНЕ**



**ОРГАНИЗАЦИЯ ОБЪЕДИНЕННЫХ НАЦИЙ  
1958**

*Приложение I*

**КОНВЕНЦИЯ О ТЕРРИТОРИАЛЬНОМ МОРЕ  
И ПРИЛЕЖАЩЕЙ ЗОНЕ**

*Государства-Стороны настоящей Конвенции  
согласились о нижеследующем:*

**ЧАСТЬ I  
ТЕРРИТОРИАЛЬНОЕ МОРЕ**

**РАЗДЕЛ I. ОБЩИЕ ПОСТАНОВЛЕНИЯ**

*Статья 1*

1. Суверенитет государства распространяется за пределы его сухопутной территории и его внутренних вод на морской пояс, примыкающий к его берегу и называемый территориальным морем.

2. Указанный суверенитет осуществляется с соблюдением постановлений настоящих статей и других норм международного права.

*Статья 2*

Суверенитет прибрежного государства распространяется на воздушное пространство над территориальным морем, равно как и на поверхность и недра его дна.

**РАЗДЕЛ II. ГРАНИЦЫ ТЕРРИТОРИАЛЬНОГО  
МОРИЯ**

*Статья 3*

Если иное не предусмотрено в постановлениях настоящих статей, нормальной исходной линией для измерения ширины территориального моря является линия наибольшего отлива вдоль берега, указанная на официально признанных прибрежным государством морских картах крупного масштаба.

*Статья 4*

1. В местах, где береговая линия глубоко изрезана и извилиста или где имеется вдоль берега и в непосредственной близости к нему цепь островов, для проведения исходной линии, от которой отмечается территориальное море, может применяться метод прямых исходных линий, соединяющих соответствующие пункты.

2. При проведении таких исходных линий не допускается сколько-нибудь заметных отклонений от

общего направления берега, а участки моря, лежащие с внутренней стороны этих линий, должны быть достаточно тесно связаны с береговой территорией, чтобы на них мог быть распространен режим внутренних вод.

3. Исходные линии могут проводиться к обсыхающим при отливе возвышениям и от них только в том случае, если на них возведены маяки или подобные сооружения, находящиеся всегда над уровнем моря.

4. В случаях, когда согласно пункту 1 может быть применен метод прямых исходных линий, при установлении отдельных исходных линий могут приниматься в расчет особые экономические интересы данного района, реальность и значение которых доказаны их длительным осуществлением.

5. Система прямых исходных линий не может применяться государством таким образом, чтобы территориальное море другого государства оказалось отрезанным от открытого моря.

6. Прибрежное государство должно ясно обозначать прямые исходные линии на морских картах, которые должны быть надлежаще опубликованы.

*Статья 5*

1. Воды, расположенные в сторону берега от исходной линии территориального моря, составляют часть внутренних вод государства.

2. Там, где согласно статье 4 установлене прямой исходной линии приводит к включению во внутренние воды районов, которые до того рассматривались как часть территориального моря или открытого моря, применяется право мирного прохода, предусмотренное статьями с 14 по 23.

*Статья 6*

Внешней границей территориального моря является линия, каждая точка которой находится от ближайшей точки исходной линии на расстоянии, равном ширине территориального моря.

*Статья 7*

1. Настоящая статья относится только к заливам, берега которых принадлежат одному государству.

2. В настоящих статьях под заливом понимается хорошо очерченное углубление берега, вдающееся в сушу в такой, в соотношении к ширине входа в него, мере, что содержит замкнутые сушей воды и образует нечто большее, чем простую извилину берега. Углубление не признается, однако, заливом, если площадь его не равна и не больше площади полукруга, диаметром которого служит линия, пересекающая вход в это углубление.

3. В целях измерения, площадью углубления считается площадь, расположенная между отметкой наибольшего отлива вокруг берега углубления и линией, соединяющей отметки наибольшего отлива пунктов его естественного входа. Если, вследствие наличия островов, углубление имеет несколько входов, такой полукруг проводится от линии, длина которой равняется сумме линий, пересекающих отдельные входы. Острова, расположенные в углублении, рассматриваются как части водного пространства этого углубления.

4. Если расстояние между отметками наибольшего отлива пунктов естественного входа в залив не превышает двадцати четырех миль, замыкающая линия может быть проведена между этими двумя отметками наибольшего отлива, и ограниченные таким образом воды считаются внутренними водами.

5. Если расстояние между отметками наибольшего отлива пунктов естественного входа в залив превышает двадцать четыре мили, прямая исходная линия в двадцать четыре мили проводится внутри залива таким образом, чтобы линией такого протяжения было ограничено возможно большее водное пространство.

6. Изложенные выше постановления не распространяются на так называемые «исторические» заливы и на те случаи, когда применяется система прямых исходных линий, предусматриваемая в статье 4.

#### *Статья 8*

При определении границ территориального моря наиболее выдающиеся в море постоянные портовые сооружения, которые являются составной частью системы данного порта, рассматриваются как часть берега.

#### *Статья 9*

Рейды, которыми обычно пользуются для погрузки, разгрузки и стоянки судов и которые иначе были бы расположены всецело или отчасти за внешней границей территориального моря, включаются в территориальное море. Прибрежное государство обязано ясно обозначить границы таких рейдов и указывать эти границы на морских картах, которые должны быть надлежаще опубликованы.

#### *Статья 10*

1. Под островом понимается естественно образованное пространство суши, окруженное водой и расположеннное над уровнем наибольшего прилива.

2. Территориальное море острова отмеряется согласно постановлениям настоящих статей.

#### *Статья 11*

1. Под обсыхающим при отливе возвышением понимается естественно образованное пространство суши, окруженное водой и расположеннное выше уровня воды при отливе, но покрывающееся водой при приливе. Если обсыхающее при отливе возвышение полностью или частично находится от материка или от острова на расстоянии, не превышающем ширину территориального моря, то линией наибольшего отлива такого обсыхающего при отливе возвышения можно пользоваться как исходной линией для измерения территориального моря.

2. Если обсыхающее при отливе возвышение расположено полностью или частично на расстоянии от материка или острова, превышающем ширину территориального моря, оно не имеет своего территориального моря.

#### *Статья 12*

1. Если берега двух государств расположены один против другого или примыкают друг к другу, ни то, ни другое государство не имеет права, если только между ними не заключено соглашение об ином, распространять свое территориальное море за срединную линию, проведенную таким образом, что каждая ее точка является равноотстоящей от ближайших точек исходных линий, от которых отмеряется ширина территориальных морей этих двух государств. Однако постановления настоящего пункта не применяются, если, в силу исторически сложившихся правовых оснований или иных особых обстоятельств, необходимо разграничивать территориальные моря двух государств иным образом, чем это указано в настоящем постановлении.

2. Граница между территориальными морями двух расположенных друг против друга или примыкающих друг к другу государств обозначается на официально признанных прибрежными государствами морских картах крупного масштаба.

#### *Статья 13*

Если река впадает в море непосредственно, исходной линией является прямая линия, проводимая поперек устья реки между точками на ее берегах, соответствующими наибольшему отливу.

### **РАЗДЕЛ III. ПРАВО МИРНОГО ПРОХОДА**

#### **ПОДРАЗДЕЛ А. ПРАВИЛА, ПРИМЕНЯЕМЫЕ КО ВСЕМ СУДАМ**

##### **Статья 14**

1. При условии соблюдения настоящих статей, суда всех государств, как прибрежных, так и не прибрежных, пользуются правом мирного прохода через территориальное море.

2. Под проходом понимается плавание через территориальное море с целью или пересечь это море, не заходя во внутренние воды, или пройти во внутренние воды или из внутренних вод в открытое море.

3. Проход включает остановку и стоянку на якоре, но только поскольку они связаны с обычным плаванием или необходимы вследствие непреодолимой силы или бедствия.

4. Проход является мирным, поскольку им не нарушается мир, добрый порядок или безопасность прибрежного государства. Такой проход должен совершаться в соответствии с настоящими статьями и с другими нормами международного права.

5. Проход иностранных рыболовных судов не считается мирным, если они не соблюдают законов и правил, которые могут быть изданы и опубликованы прибрежным государством с целью запрещения этим судам заниматься рыболовством в территориальном море.

6. Подводные лодки должны следовать на поверхности и под своим флагом.

##### **Статья 15**

1. Прибрежное государство не должно препятствовать мирному проходу через территориальное море.

2. Прибрежное государство должно образом объявлять во всеобщее сведение о всех известных ему опасностях для судоходства в его территориальном море.

##### **Статья 16**

1. Прибрежное государство может принимать в своем территориальном море меры, необходимые для недопущения прохода, не являющегося мирным.

2. Прибрежное государство имеет также право принимать необходимые меры в отношении судов, направляющихся в его внутренние воды, для предупреждения каких-либо нарушений тех условий, на которых эти суда допускаются в эти воды.

3. При условии соблюдения постановлений пункта 4, прибрежное государство может, без дискриминации между иностранными судами, временно

приостанавливать в определенных районах своего территориального моря осуществление права мирного прохода иностранных судов, если такое приостановление существенно важно для охраны его безопасности. Такое приостановление вступает в силу только после должного его опубликования.

4. Не допускается приостановление мирного прохода иностранных судов через проливы, которые, соединяя одну часть открытого моря с другой частью открытого моря или с территориальным морем иностранного государства, служат для международного судоходства.

##### **Статья 17**

Иностранные суда, осуществляя право мирного прохода, должны соблюдать законы и правила, издаваемые прибрежным государством в соответствии с настоящими статьями и другими нормами международного права, в частности законы и правила, относящиеся к транспорту и судоходству.

#### **ПОДРАЗДЕЛ В. ПРАВИЛА, ПРИМЕНЯЕМЫЕ К ТОРГОВЫМ СУДАМ**

##### **Статья 18**

1. Иностранные суда не могут облагаться никакими сборами лишь за проход их через территориальное море.

2. Иностранные суда, проходящие через территориальное море, могут облагаться только сборами в оплату за определенные услуги, оказанные этому судну. Эти сборы должны взиматься без дискриминации.

##### **Статья 19**

1. Уголовная юрисдикция прибрежного государства не осуществляется на борту иностранного судна, проходящего через территориальное море, для ареста какого-либо лица или производства расследования в связи с преступлением, совершенным на борту судна во время его прохода, за исключением следующих случаев:

a) если последствия преступления распространяются на прибрежное государство, или

b) если совершенное преступление такого рода, что им нарушается спокойствие в стране или добрый порядок в территориальном море, или

c) если капитан судна или консул страны, под флагом которой плавает это судно, обратится к местным властям с просьбой об оказании помощи, или

d) если это является необходимым для пресечения незаконной торговли наркотическими средствами.

2. Изложенные выше постановления не затрагивают права прибрежного государства принимать

любые меры, разрешаемые его законами, для ареста или расследования на борту иностранного судна, проходящего через территориальное море после выхода из внутренних вод.

3. В случаях, указанных в пунктах 1 и 2 настоящей статьи, прибрежное государство должно, по просьбе капитана, уведомить консульские власти государства флага до принятия каких-либо мер и способствовать установлению контакта между указанными властями и экипажем судна. В случаях крайней срочности это уведомление может совершаться в то время, когда принимаются указанные меры.

4. Решая вопрос о том, следует ли вообще и каким образом произвести арест, местные власти учитывают должностным образом интересы судоходства.

5. Прибрежное государство не может принимать на борту иностранного судна, проходящего через территориальное море, никаких мер для ареста какого-либо лица или производства расследования по поводу преступления, совершенного до входа судна в территориальное море, если судно, следя из иностранного порта, ограничивается проходом через территориальное море, не заходя во внутренние воды.

#### *Статья 20*

1. Прибрежное государство не должно останавливать проходящее через территориальное море иностранное судно или изменять его курс с целью осуществления гражданской юрисдикции в отношении лица, находящегося на борту судна.

2. Прибрежное государство может применять в отношении такого судна меры взыскания или арест по любому гражданскому делу только по обязательствам или в силу ответственности, принятых или навлеченней на себя этим судном во время или для прохода его через воды прибрежного государства.

3. Постановления предшествующего пункта не затрагивают права прибрежного государства применять, в соответствии со своими законами, меры взыскания или арест по гражданскому делу в отношении иностранного судна, находящегося на стоянке в территориальном море или проходящего через территориальное море после выхода из внутренних вод.

#### **ПОДРАЗДЕЛ С. ПРАВИЛА, ПРИМЕНЯЕМЫЕ К ГОСУДАРСТВЕННЫМ СУДАМ, КРОМЕ ВОЕННЫХ КОРАБЛЕЙ**

#### *Статья 21*

Правила, содержащиеся в подразделах «А» и «В», применяются также к государственным судам, эксплуатируемым в коммерческих целях.

#### *Статья 22*

1. Правила, содержащиеся в подразделе «А» и в статье 18, применяются к государственным судам, эксплуатируемым в некоммерческих целях.

2. За исключением случаев, указанных в упомянутых в предшествующем пункте постановлениях, ничто в настоящих статьях не затрагивает иммунитета, которым пользуются такие суда согласно настоящим статьям или другим нормам международного права.

#### **ПОДРАЗДЕЛ Д. ПРАВИЛО, ПРИМЕНЯЕМОЕ К ВОЕННЫМ КОРАБЛЯМ**

#### *Статья 23*

Если какой-либо военный корабль не соблюдает правил прибрежного государства, касающихся прохода через территориальное море, и игнорирует обращенное к нему требование об их соблюдении, прибрежное государство может потребовать от военного корабля покинуть территориальное море.

### **ЧАСТЬ II ПРИЛЕЖАЩАЯ ЗОНА**

#### *Статья 24*

1. В зоне открытого моря, прилежащей к территориальному морю, прибрежное государство может осуществлять контроль, необходимый:

а) для недопущения нарушений таможенных, фискальных, иммиграционных или санитарных правил в пределах его территории или территориального моря;

б) для наказания за нарушение вышеупомянутых правил, совершенное в пределах его территории или территориального моря.

2. Прилежащая зона не может распространяться за пределы двенадцати миль от исходной линии, от которой отмеряется ширина территориального моря.

3. Если берега двух государств расположены один против другого или примыкают друг к другу, ни то, ни другое государство не имеет права, если не достигнуто соглашения об ином, распространять свою прилежащую зону за срединную линию, каждая точка которой равно отстоит от ближайших точек исходных линий, от которых отмеряется ширина территориальных морей этих двух государств.

### ЧАСТЬ III ЗАКЛЮЧИТЕЛЬНЫЕ СТАТЬИ

#### Статья 25

Постановления настоящей Конвенции не затрагивают конвенций или других международных соглашений, действующих в отношениях между государствами-сторонами этих конвенций или соглашений.

#### Статья 26

Настоящая Конвенция открыта до 31 октября 1958 года для подписания ее всеми государствами-членами Организации Объединенных Наций или любого из специализированных учреждений и любым другим государством, которое будет приглашено Генеральной Ассамблеей стать стороной Конвенции.

#### Статья 27

Настоящая Конвенция подлежит ратификации. Акты ратификации депонируются у Генерального Секретаря Организации Объединенных Наций.

#### Статья 28

Настоящая Конвенция остается открытой для присоединения к ней государств, принадлежащих к любой из категорий, упомянутых в статье 26. Акты присоединения депонируются у Генерального Секретаря Организации Объединенных Наций.

#### Статья 29

1. Настоящая Конвенция вступает в силу на тридцатый день, считая со дня, следующего за днем депонирования у Генерального Секретаря Организации Объединенных Наций двадцать второго акта ратификации или присоединения.

2. В отношении каждого государства, ратифицировавшего Конвенцию или присоединившегося к ней после депонирования двадцать второго акта ратификации или присоединения, Конвенция вступает в силу на тридцатый день после депонирования этим

государством своего акта ратификации или присоединения.

#### Статья 30

1. По истечении пяти лет со дня вступления настоящей Конвенции в силу каждая из Договаривающихся Сторон может в любое время посредством письменного заявления на имя Генерального Секретаря Организации Объединенных Наций просить о пересмотре настоящей Конвенции.

2. Генеральная Ассамблея Организации Объединенных Наций постановляет, в соответствующих случаях, о подлежащих принятию в связи с этим заявлением мерах.

#### Статья 31

Генеральный Секретарь Организации Объединенных Наций сообщает всем государствам-членам Организации Объединенных Наций и другим государствам, упомянутым в статье 26:

- а) о каждом подписании настоящей Конвенции и о депонировании актов ратификации или присоединения, согласно статьям 26, 27 и 28;
- б) о дате вступления настоящей Конвенции в силу, согласно статье 29;
- с) о просьбах о пересмотре, согласно статье 30.

#### Статья 32

Подлинник настоящей Конвенции, русский, английский, испанский, китайский и французский тексты которого являются равнозначительными, депонируется у Генерального Секретаря Организации Объединенных Наций, который рассыпает заверенные копии всем государствам, упомянутым в статье 26.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся представители, должным образом на то уполномоченные своими правительствами, подписали настоящую Конвенцию.

СОВЕРШЕНО в Женеве двадцать девятого апреля тысяча девятьсот пятьдесят восьмого года.

CONFERENCIA DE LAS NACIONES UNIDAS  
SOBRE EL DERECHO DEL MAR

CONVENCIÓN  
SOBRE EL MAR TERRITORIAL  
Y LA ZONA CONTIGUA



**NACIONES UNIDAS**  
**1958**

TIAS 5639

*Anexo I*

## CONVENCION SOBRE EL MAR TERRITORIAL Y LA ZONA CONTIGUA

*Los Estados Partes en esta Convención*

*Han convenido en lo siguiente:*

## PARTE I

## MAR TERRITORIAL

## SECCIÓN I. DISPOSICIONES GENERALES

*Artículo 1*

1. La soberanía de un Estado se extiende, fuera de su territorio y de sus aguas interiores, a una zona de mar adyacente a sus costas, designada con el nombre de mar territorial.

2. Esta soberanía se ejerce de acuerdo con las disposiciones de estos artículos y las demás normas de derecho internacional.

*Artículo 2*

La soberanía del Estado ribereño se extiende al espacio aéreo situado sobre el mar territorial, así como al lecho y al subsuelo de ese mar.

SECCIÓN II. EXTENSIÓN DEL MAR  
TERRITORIAL*Artículo 3*

La línea de base normal para medir la anchura del mar territorial es, a excepción de aquellos casos en que se disponga otra cosa en estos artículos, la línea de bajamar a lo

largo de la costa, tal como aparece marcada en las cartas a gran escala reconocidas oficialmente por el Estado ribereño.

*Artículo 4*

1. En los lugares en que la costa tenga profundas aberturas y escotaduras o en los que haya una franja de islas a lo largo de la costa situadas en su proximidad inmediata, puede adoptarse como método para trazar la línea de base desde la que ha de medirse el mar territorial el de las líneas de base rectas que unan los puntos apropiados.

2. El trazado de esas líneas de base no puede apartarse de una manera apreciable de la dirección general de la costa, y las zonas de mar situadas del lado de tierra de esas líneas han de estar suficientemente vinculadas al dominio terrestre para estar sometidas al régimen de las aguas interiores.

3. Las líneas de base no se trazarán hacia elevaciones que emergen en bajamar, ni a partir de ellas, a menos que se hayan construido sobre ellas faros o instalaciones análogas que se encuentren constantemente sobre el nivel del agua.

4. Cuando el método de las líneas de base rectas sea aplicable según lo dispuesto en el párrafo 1, al trazar determinadas líneas de base podrán tenerse en cuenta los intereses económicos propios de la región de que se trate, cuya realidad e importancia estén claramente demostradas por un uso prolongado.

5. El sistema de líneas de base rectas no puede ser aplicado por un Estado de forma que aisle de la alta mar el mar territorial de otro Estado.

6. El Estado ribereño está obligado a indicar claramente las líneas de base en cartas marinas, a las cuales ha de dar una publicidad adecuada.

#### *Artículo 5*

1. Las aguas situadas en el interior de la línea de base del mar territorial se considerarán como aguas interiores.

2. Cuando el trazado de una línea de base recta, de conformidad con el artículo 4, produzca el efecto de encerrar como aguas interiores zonas que anteriormente se consideraban como parte del mar territorial o de alta mar, existirá en esas aguas un derecho de paso inocente, tal como está establecido en los artículos 14 a 23.

#### *Artículo 6*

El límite exterior del mar territorial está constituido por una línea, cada uno de cuyos puntos está, del punto más próximo de la línea de base, a una distancia igual a la anchura del mar territorial.

#### *Artículo 7*

1. Este artículo se refiere únicamente a las bahías cuyas costas pertenecen a un solo Estado.

2. A los efectos de estos artículos, una bahía es toda escotadura bien determinada cuya penetración tierra adentro, en relación con la anchura de su boca, es tal que contiene aguas cercadas por la costa y constituye algo más que una simple inflexión de la costa. La escotadura no se considerará, sin embargo, como bahía si su superficie no es igual o superior a la de un semicírculo que tenga por diámetro la boca de dicha escotadura.

3. A los efectos de su medición, la superficie de una escotadura es la comprendida entre la línea de bajamar que sigue la costa de la escotadura y una línea que une las líneas de bajamar de sus puntos naturales de entrada. Cuando, debido a la existencia de islas, una escotadura tenga más de una entrada, el semicírculo se trazará tomando como diámetro la suma de las líneas que cierran todas las entradas. La superficie de las islas situadas dentro de una escotadura quedará comprendida en la superficie total de ésta, como si formara parte de ella.

4. Si la distancia entre las líneas de bajamar de los puntos naturales de entrada de una bahía no excede de veinticuatro millas, se podrá trazar una línea de demarcación entre las dos líneas de la bajamar, y las aguas que queden encerradas serán consideradas como aguas interiores.

5. Cuando la distancia entre las líneas de bajamar de los puntos naturales de entrada de una bahía excede de veinticuatro millas, se podrá trazar dentro de la bahía una línea de base recta de veinticuatro millas de manera que encierre la mayor superficie de agua que sea posible encerrar con una línea de esa longitud.

6. Las disposiciones anteriores no se aplicarán a las bahías llamadas "históricas", ni tampoco en los casos en que sea aplicable el sistema de las líneas de base rectas establecido en el artículo 4.

#### *Artículo 8*

A los efectos de la delimitación del mar territorial, las instalaciones permanentes más adentradas en el mar que formen parte integrante del sistema portuario se considerarán como parte de la costa.

#### *Artículo 9*

Las radas utilizadas normalmente para la carga, descarga y fondeo de buques, que de

otro modo estarían situadas en todo o en parte fuera del trazado general del límite exterior del mar territorial, estarán comprendidas en el mar territorial. El Estado ribereño deberá delimitar claramente esas radas e indicarlas en las cartas marinas junto con sus límites, a las cuales ha de dar una publicidad adecuada.

#### *Artículo 10*

1. Una isla es una extensión natural de tierra, rodeada de agua, que se encuentra sobre el nivel de ésta en pleamar.
2. El mar territorial de una isla se mide de acuerdo con las disposiciones de estos artículos.

#### *Artículo 11*

1. Una elevación que emerge en bajamar es una extensión natural de tierra rodeada de agua, que se encuentra sobre el nivel de ésta en la bajamar, pero queda sumergida en la pleamar. Cuando una elevación que emerge en bajamar está total o parcialmente a una distancia del continente o de una isla que no excede de la anchura del mar territorial, la línea de bajamar de esta elevación puede ser utilizada como línea de base para medir la anchura del mar territorial.

2. Cuando una elevación que emerge en bajamar está situada en su totalidad a una distancia del continente o de una isla que excede de la anchura del mar territorial, no tiene mar territorial propio.

#### *Artículo 12*

1. Cuando las costas de dos Estados se hallen situadas frente a frente o sean adyacentes, ninguno de dichos Estados tendrá derecho, salvo mutuo acuerdo en contrario, a extender su mar territorial más allá de una línea media determinada de forma tal que todos sus puntos sean equidistantes de los pun-

tos más próximos de las líneas de base a partir de las cuales se mide la anchura del mar territorial de cada uno de esos Estados. No obstante, la disposición de este párrafo no será aplicable cuando, por la existencia de derechos históricos o por otras circunstancias especiales, sea necesario delimitar el mar territorial de ambos Estados en otra forma.

2. La línea de demarcación de los mares territoriales entre dos Estados cuyas costas estén situadas frente a frente o sean adyacentes será marcada en las cartas a gran escala reconocidas oficialmente por los Estados ribereños.

#### *Artículo 13*

Si un río desemboca directamente en el mar, la línea de base será una línea recta trazada a través de su desembocadura entre los puntos de la línea de bajamar en las orillas.

### SECCIÓN III. DERECHO DE PASO INOCENTE

#### SUBSECCION A. REGLAS APPLICABLES A TODOS LOS BUQUES

#### *Artículo 14*

1. Sin perjuicio de lo dispuesto en estos artículos, los buques de cualquier Estado, con litoral marítimo o sin él, gozan del derecho de paso inocente a través del mar territorial.

2. Se entiende por paso el hecho de navegar por el mar territorial, ya sea para atravesarlo sin penetrar en las aguas interiores, ya sea para dirigirse hacia estas aguas, ya sea para dirigirse hacia alta mar viniendo de ellas.

3. El paso comprende el derecho de detenerse y fondear, pero sólo en la medida en que la detención y el hecho de fondear no constituyan más que incidentes normales de la navegación o le sean impuestos al buque por una arribada forzosa o por un peligro extremo.

4. El paso es inocente mientras no sea perjudicial para la paz, el orden o la seguridad del Estado ribereño. Tal paso se efectuará con arreglo a estos artículos y a otras disposiciones del derecho internacional.

5. No será considerado inocente el paso de buques de pesca extranjeros que no cumplan las leyes y reglamentaciones dictadas y publicadas por el Estado ribereño a fin de evitar que tales buques pesquen dentro del mar territorial.

6. Los buques submarinos tienen la obligación de navegar en la superficie y de mostrar su bandera.

#### *Artículo 15*

1. El Estado ribereño no ha de poner dificultades al paso inocente por el mar territorial.

2. El Estado ribereño está obligado a dar a conocer de manera apropiada todos los peligros que, según su conocimiento, amenacen a la navegación en su mar territorial.

#### *Artículo 16*

1. El Estado ribereño puede tomar, en su mar territorial, las medidas necesarias para impedir todo paso que no sea inocente.

2. Respecto de los buques que se dirigen hacia las aguas interiores, el Estado ribereño tiene además el derecho de tomar las medidas necesarias para impedir cualquier infracción de las condiciones aplicables a la admisión de dichos buques en tales aguas.

3. A reserva de lo dispuesto en el párrafo 4, el Estado ribereño puede, sin discriminación entre los buques extranjeros, suspender temporalmente y en determinados lugares de su mar territorial el paso inocente de buques extranjeros, si tal suspensión es indispensable para la protección de su seguridad. La suspensión sólo tendrá efecto cuando se haya publicado en la debida forma.

4. El paso inocente de buques extranjeros no puede ser suspendido en los estrechos que se utilizan para la navegación internacional entre una parte de la alta mar y otra parte de la alta mar, o en el mar territorial de un Estado extranjero.

#### *Artículo 17*

Los buques extranjeros que utilizan el derecho de paso inocente deberán someterse a las leyes y a los reglamentos promulgados por el Estado ribereño de conformidad con estos artículos y con las demás normas del derecho internacional y, especialmente, a las leyes y a los reglamentos relativos a los transportes y a la navegación.

#### SUBSECCION B. REGLAS APPLICABLES A LOS BUQUES MERCANTES

#### *Artículo 18*

1. No podrán imponerse gravámenes a los buques extranjeros por el solo hecho de su paso por el mar territorial.

2. No podrán imponerse gravámenes a un buque extranjero que pase por el mar territorial, sino como remuneración de servicios determinados prestados a dicho buque. Estos gravámenes se impondrán sin discriminación de ningún género.

#### *Artículo 19*

1. La jurisdicción penal del Estado ribereño no debería ser ejercida a bordo de un buque extranjero que pase por el mar territorial, para detener a personas o practicar diligencias con motivo de una infracción de carácter penal cometida a bordo de dicho buque durante su paso, salvo en uno de los casos siguientes:

a) Si la infracción tiene consecuencias en el Estado ribereño;

b) Si la infracción es de tal naturaleza que pueda perturbar la paz del país o el orden en el mar territorial;

c) Si el capitán del buque o el cónsul del Estado cuyo pabellón enarbola han pedido la intervención de las autoridades locales; o

d) Si es necesario para la represión del tráfico ilícito de estupefacientes.

2. Las disposiciones anteriores no afectan al derecho que tiene el Estado ribereño de proceder a las detenciones o practicar las diligencias de instrucción establecidas en su legislación, a bordo de un buque extranjero que pase por el mar territorial procedente de las aguas interiores.

3. En los casos previstos en los párrafos 1 y 2 de este artículo, el Estado ribereño, a demanda del capitán, avisará a las autoridades consulares del Estado cuya bandera enarbola el buque, antes de tomar cualesquiera medidas, y facilitará el contacto entre dichas autoridades y la tripulación del buque. En caso de urgencia, el aviso se dará mientras se adopten las medidas.

4. Las autoridades locales deberán tener en cuenta los intereses de la navegación para decidir si han de proceder a la detención o de qué manera han de llevarla a cabo.

5. El Estado ribereño no puede tomar medida alguna a bordo de un buque extranjero que pase por su mar territorial, para detener a una persona o para proceder a practicar diligencias con motivo de una infracción de carácter penal que se haya cometido antes de que el buque entre en su mar territorial, si tal buque procede de un puerto extranjero y se encuentra únicamente de paso por el mar territorial, sin entrar en las aguas interiores.

### *Artículo 20*

1. El Estado ribereño no debería detener ni desviar de su ruta a un buque extranjero que pase por el mar territorial, para ejercer su jurisdicción civil sobre una persona que se encuentre a bordo.

2. El Estado ribereño no puede poner en práctica, respecto de ese buque, medidas de ejecución ni medidas precautorias en materia civil, a no ser que se adopten en razón de obligaciones contraídas por dicho buque o de responsabilidades en que haya incurrido con motivo de o durante la navegación a su paso por las aguas del Estado ribereño.

3. Las disposiciones del párrafo precedente no menoscaban el derecho del Estado ribereño de tomar, respecto de un buque extranjero que se detenga en el mar territorial o pase por él procedente de las aguas interiores, las medidas de ejecución y las medidas precautorias en materia civil que permita su legislación.

#### SUBSECCION C. REGLAS APPLICABLES A LOS BUQUES DEL ESTADO QUE NO SEAN BUQUES DE GUERRA

### *Artículo 21*

Las disposiciones de las subsecciones A y B son igualmente aplicables a los buques del Estado explotados con fines comerciales.

### *Artículo 22*

1. Las disposiciones de la subsección A y del artículo 18 son aplicables a los buques del Estado destinados a fines no comerciales.

2. Salvo lo dispuesto en cualquiera de las disposiciones que se mencionan en los párrafos precedentes, nada en estos artículos afectará a las inmunidades que gozan dichos buques en virtud de estos artículos o de otras reglas de derecho internacional.

**SUBSECCION D. REGLA APLICABLE A LOS  
BUQUES DE GUERRA****P A R T E III****ARTICULOS FINALES*****Artículo 23***

Cuando el buque de guerra no cumpla las disposiciones establecidas por el Estado ribereño para el paso por el mar territorial y no tenga en cuenta la invitación que se le haga a que las respete, el Estado ribereño podrá exigir que el buque salga del mar territorial.

**P A R T E II****ZONA CONTIGUA*****Artículo 24***

1. En una zona de alta mar contigua a su mar territorial, el Estado ribereño podrá adoptar las medidas de fiscalización necesarias para:

- a) Evitar las infracciones a sus leyes de policía aduanera, fiscal, de inmigración y sanitaria que pudieran cometerse en su territorio o en su mar territorial;
- b) Reprimir las infracciones de esas leyes, cometidas en su territorio o en su mar territorial.

2. La zona contigua no se puede extender más allá de doce millas contadas desde la línea de base desde donde se mide la anchura del mar territorial.

3. Cuando las costas de dos Estados estén situadas frente a frente o sean adyacentes, salvo acuerdo contrario entre ambos Estados, ninguno de ellos podrá extender su zona contigua más allá de la línea media cuyos puntos sean todos equidistantes de los puntos más próximos de las líneas de base que sirvan de punto de partida para medir la anchura del mar territorial de cada Estado.

***Artículo 25***

Las disposiciones de esta Convención no afectarán a las convenciones u otros acuerdos internacionales ya en vigor, en cuanto a las relaciones entre los Estados Partes en ellos.

***Artículo 26***

Esta Convención quedará abierta hasta el 31 de octubre de 1958 a la firma de todos los Estados Miembros de las Naciones Unidas o de cualquiera de los organismos especializados y de cualquier otro Estado invitado por la Asamblea General de las Naciones Unidas a suscribir la Convención.

***Artículo 27***

Esta Convención está sujeta a ratificación. Los instrumentos de ratificación se depositarán en poder del Secretario General de las Naciones Unidas.

***Artículo 28***

Esta Convención estará abierta a la adhesión de los Estados incluidos en cualquier categoría mencionada en el artículo 26. Los instrumentos de adhesión se depositarán en poder del Secretario General de las Naciones Unidas.

***Artículo 29***

1. Esta Convención entrará en vigor el trigésimo día que siga a la fecha en que se haya depositado en poder del Secretario General de las Naciones Unidas el vigésimo segundo instrumento de ratificación o de adhesión.

2. Para cada uno de los Estados que ratificuen la Convención o se adhieran a ella después de haberse depositado el vigésimo segun-

do instrumento de ratificación o de adhesión, la Convención entrará en vigor el trigésimo día después de que dicho Estado haya depositado su instrumento de ratificación o de adhesión.

#### *Artículo 30*

1. Una vez expirado el plazo de cinco años a partir de la fecha de entrada en vigor de esta Convención, las Partes Contratantes podrán pedir en todo momento, mediante una comunicación escrita dirigida al Secretario General de las Naciones Unidas, que se revise esta Convención.

2. La Asamblea General de las Naciones Unidas decidirá las medidas que corresponde tomar acerca de esa petición.

#### *Artículo 31*

El Secretario General de las Naciones Unidas comunicará a todos los Estados Miembros de las Naciones Unidas y a todos los demás Estados mencionados en el artículo 26:

a) Cuáles son los países que han firmado esta Convención y los que han depositado los

instrumentos de ratificación o de adhesión, de conformidad con lo dispuesto en los artículos 26, 27 y 28;

b) En qué fecha entrará en vigor esta Convención, de conformidad con lo dispuesto en el artículo 29;

c) Las peticiones de revisión hechas de conformidad con el artículo 30.

#### *Artículo 32*

El original de esta Convención, cuyos textos chino, español, francés, inglés y ruso son igualmente auténticos, será depositado en poder del Secretario General de las Naciones Unidas, quien remitirá copias certificadas a todos los Estados mencionados en el artículo 26.

EN TESTIMONIO DE LO CUAL los Plenipotenciarios infrascritos, debidamente autorizados por sus respectivos Gobiernos, han firmado esta Convención.

HECHO en Ginebra, a los veintinueve días del mes de abril de mil novecientos cincuenta y ocho.

**FOR AFGHANISTAN:**

**POUR L'AFGHANISTAN:**

阿富汗

За Афганистан

**POR EL AFGANISTÁN:**

**A. R. PAZHWAK**

Oct. 30, 1958

**FOR ALBANIA:**

**POUR L'ALBANIE:**

阿爾巴尼亞

За Албанија

**POR ALBANIA:**

**FOR ARGENTINA:**

**POUR L'ARGENTINE:**

阿根廷

За Аргентину

**POR LA ARGENTINA:**

**A. LESCURE**

**FOR AUSTRALIA:****POUR L'AUSTRALIE:**

澳大利亞

За Австралию

**POR AUSTRALIA:**

E. Ronald WALKER

30th October 1958

**FOR AUSTRIA:****POUR L'AUTRICHE:**

奥地利

За Австрию

**POR AUSTRIA:**

Dr. Franz MATSCH

Oct. 27th 1958

**FOR THE KINGDOM OF BELGIUM:****POUR LE ROYAUME DE BELGIQUE:**

比利時王國

За Королевство Бельгии

**POR EL REINO DE BÉLGICA:**

**FOR BOLIVIA:**

**POUR LA BOLIVIE:**

玻利維亞

За Боливио

**POR BOLIVIA:**

**M. TAMAYO**

17th October, 1958

**FOR BRAZIL:**

**POUR LE BRÉSIL:**

巴西

За Бразилию

**POR EL BRASIL:**

**FOR BULGARIA:**

**POUR LA BULGARIE:**

保加利亚

За Болгарию

**POR BULGARIA:**

*Оговорка:*

*По статье 20: «Правительство Н. Р. Болгарии считает, что государственные суда в иностранных водах пользуются иммунитетом и поэтому применение к ним мер, упомянутых в настоящей статье, может иметь место лишь с согласия государства, под флагом которого плавает судно».*

*По статье 23: (Подраздел D. Правило, применяемое к военным кораблям): «Правительство Н. Р. Болгарии считает, что прибрежное государство имеет право устанавливать разрешительный порядок прохода иностранных военных кораблей через его территориальные воды».*

Д-р Вутов<sup>1</sup>

31st October 1958

<sup>1</sup> Translation by the Secretariat: Reservations: to article 20 — The Government of the People's Republic of Bulgaria considers that government ships in foreign waters have immunity and that the measures set forth in this article may therefore apply to such ships only with the consent of the flag State; to article 23 (Sub-Section D. Rule applicable to Warships)—The Government of the People's Republic of Bulgaria considers that the coastal State has the right to establish procedures for the authorization of the passage of foreign warships through its territorial waters.

Dr. VOUTOV

<sup>1</sup> Traduction du Secrétariat: Réserves: à l'article 20 — Le Gouvernement de la République populaire de Bulgarie considère que les navires d'Etat se trouvant dans des eaux étrangères jouissent de l'immunité et que, pour cette raison, les mesures mentionnées dans cet article ne peuvent leur être appliquées qu'avec le consentement de l'Etat dont le navire arbore le pavillon; à l'article 23 (Sous-section D. Règle applicable aux navires de guerre) — Le Gouvernement de la République populaire de Bulgarie considère que l'Etat riverain a le droit d'établir un régime d'autorisation pour le passage des navires de guerre étrangers dans ses eaux territoriales.

Dr VOUTOV

**FOR THE UNION OF BURMA:**

**POUR L'UNION BIRMANE:**

**緬甸聯邦**

**За Бирманский Союз**

**POR LA UNIÓN BIRMANA:**

**FOR THE BYELORUSSIAN SOVIET SOCIALIST REPUBLIC:**

**POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE DE BIÉLORUSSIE:**

**白俄羅斯蘇維埃社會主義共和國**

**За Белорусскую Советскую Социалистическую Республику**

**POR LA REPÚBLICA SOCIALISTA SOVIÉTICA DE BIELORRUSIA:**

С оговорками по статьям 20 и 23.\* Текст оговорок прилагается.

K. Киселев<sup>1</sup>

30. X. 1958

\* По статье 20: «Правительство Белорусской Советской Социалистической Республики считает, что государственные суда в иностранных территориальных водах пользуются иммунитетом и поэтому применение к ним мер, упомянутых в настоящей статье, может иметь место лишь с согласия государства, под флагом которого плавает судно».

По статье 23: (Подраздел D. Правило, применяемое к военным кораблям) — «Правительство Белорусской Советской Социалистической Республики считает, что прибрежное государство имеет право устанавливать разрешительный порядок прохода иностранных военных кораблей через его территориальные воды».

**FOR CAMBODIA:**

**POUR LE CAMBODGE:**

**高棉**

**За Камбоджу**

**POR CAMBOJA:**

<sup>1</sup> Translation by the Secretariat: With reservations\* to articles 20 and 23; text of reservations attached.

K. KISELEV

\* Text of the reservations:

To article 20 — The Government of the Byelorussian Soviet Socialist Republic considers that government ships in foreign territorial waters have immunity and that the measures mentioned in this article may therefore be applied to them only with the consent of the flag State.

To article 23: (Sub-Section D. Rule applicable to Warships) — The Government of the Byelorussian Soviet Socialist Republic considers that the coastal State has the right to establish procedures for the authorization of the passage of foreign warships through its territorial waters.

<sup>1</sup> Traduction du Secrétariat: Réserves\* aux articles 20 et 23. Texte des réserves joint en annexe.

K. KISSELEV

\* Texte des réserves:

Article 20 — Le Gouvernement de la République socialiste soviétique de Biélorussie considère que les navires d'Etat jouissent de l'immunité dans les eaux territoriales étrangères et que, pour cette raison, les mesures prévues dans cet article ne peuvent leur être appliquées qu'avec le consentement de l'Etat dont le navire arbore le pavillon.

Article 23 (Sous-section D. Règle applicable aux navires de guerre) — Le Gouvernement de la République socialiste soviétique de Biélorussie considère que l'Etat riverain a le droit d'établir un régime d'autorisation pour le passage des navires de guerre étrangers dans ses eaux territoriales.

**FOR CANADA:**

**POUR LE CANADA:**

加拿大

За Канаду

**POR EL CANADÁ:**

George A. DREW

**FOR CEYLON:**

**POUR CEYLAN:**

錫蘭

За Цейлон

**POR CEILÁN:**

C. COREA

30/X/58

**FOR CHILE:**

**POUR LE CHILI:**

智利

За Чили

**POR CHILE:**

**FOR CHINA:****POUR LA CHINE:**

中國

За Китай

**POR LA CHINA:****Liu Chieh****Yu-chi HSUEH****FOR COLOMBIA:****POUR LA COLOMBIE:**

哥倫比亞

За Колумбию

**POR COLOMBIA:**Con la aclaración anexa<sup>1</sup>**Juan Uribe Holguín****José Joaquín Caicedo Castilla****FOR COSTA RICA:****POUR LE COSTA-RICA:**

哥斯大黎加

За Коста-Рику

**POR COSTA RICA:****Raúl Trejos Flores**

<sup>1</sup> La Delegación de Colombia, para los efectos de la Convención sobre el Mar Territorial y la Zona Contigua, deja testimonio de que el artículo 98 de la Constitución de su país subordina el paso de tropas extranjeras por el territorio nacional a la autorización del Senado, por lo que, en virtud de interpretación por analogía, el de buques de guerra extranjeros por aguas territoriales colombianas requiere también esa autorización.

*Translation by the Secretariat:* With respect to the Convention on the Territorial Sea and the Contiguous Zone, the delegation of Colombia declares that, under article 98 of the Colombian Constitution, authorization by the Senate is required for the passage of foreign troops through Colombian territory and that, by analogy, such authorization is accordingly also required for the passage of foreign warships through Colombian territorial waters.

*Traduction du Secrétariat:* La délégation colombienne déclare, aux fins de la Convention sur la mer territoriale et la zone contiguë, que l'article 98 de la Constitution de son pays subordonne le passage de troupes étrangères sur le territoire national à l'autorisation du Sénat et que, en vertu d'une interprétation par analogie, le passage des navires de guerre étrangers par les eaux territoriales colombiennes est également subordonné à cette autorisation.

FOR CUBA:

POUR CUBA:

古巴

За Кубу

POR CUBA:

F. V. GARCÍA AMADOR

FOR CZECHOSLOVAKIA:

POUR LA TCHÉCOSLOVAQUIE:

捷克斯拉夫

За Чехословакию

POR CHECOESLOVAQUIA:

With the following reservations:

"In view of the fact that the Conference had not adopted a special article concerning the passage of warships through the territorial waters of foreign States, the Government of the Czechoslovak Republic deems it necessary to stress that articles 14 and 23 cannot in any sense be interpreted as establishing a right of innocent passage for warships through the territorial waters.

"The Government of the Czechoslovak Republic holds that under international law in force all government ships without distinction enjoy immunity and therefore does not agree with the application of articles 19 and 20 of the Convention to government ships operated for commercial purposes." \*

Karel KURKA

30 October 1958

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\* Traduction du Secrétariat: Etant donné que la Conférence n'a pas adopté d'article spécial pour le passage des navires de guerre étrangers dans la mer territoriale, le Gouvernement de la République tchécoslovaque estime nécessaire de souligner que les dispositions des articles 14 et 23 ne peuvent en aucune façon être interprétés comme donnant aux navires de guerre un droit de passage inoffensif dans la mer territoriale.

Le Gouvernement de la République tchécoslovaque estime qu'en vertu du droit international en vigueur, tous les navires d'Etat, sans distinction aucune, jouissent de l'immunité; en conséquence, il est opposé à l'application des articles 19 et 20 de la Convention aux navires d'Etat affectés à des fins commerciales.

**FOR DENMARK:**

**POUR LE DANEMARK:**

丹麦

За Данию

**POR DINAMARCA:**

MAX SORENSEN

T. OLDENBURG

**FOR THE DOMINICAN REPUBLIC:**

**POUR LA RÉPUBLIQUE DOMINICAINE:**

多明尼加共和国

За Доминиканскую Республику

**POR LA REPÚBLICA DOMINICANA:**

A. ALVAREZ AYBAR

**FOR ECUADOR:**

**POUR L'ÉQUATEUR:**

厄瓜多

За Эквадор

**POR EL ECUADOR:**

**FOR EL SALVADOR:**

**POUR LE SALVADOR:**

薩爾瓦多

За Сальвадор

**Por El SALVADOR:**

**FOR ETHIOPIA:**

**POUR L'ÉTHIOPIE:**

阿比西尼亞

За Эфиопию

**Por Etiopía:**

**FOR THE FEDERATION OF MALAYA:**

**POUR LA FÉDÉRATION DE MALAISIE:**

馬來亞聯邦

За Малайскую Федерацию

**Por la FEDERACIÓN MALAYA:**

**FOR FINLAND:****POUR LA FINLANDE:**

芬蘭

За Финляндию

**POR FINLANDIA:****G. A. GRIPENBERG**

27 octobre 1958

**FOR FRANCE:****POUR LA FRANCE:**

法蘭西

За Францию

**POR FRANCIA:****FOR THE FEDERAL REPUBLIC OF GERMANY:****POUR LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE:**

德意志聯邦共和國

За Федеративную Республику Германии

**POR LA REPÚBLICA FEDERAL ALEMANA:**

**FOR GHANA:****POUR LE GHANA:**

迦納

За Гану

**POR GHANA:****Richard QUARSHIE****K. B. ASANTE****FOR GREECE:****POUR LA GRÈCE:**

希臘

За Грецию

**POR GRECIA:****FOR GUATEMALA:****POUR LE GUATEMALA:**

瓜地馬拉

За Гватемалу

**POR GUATEMALA:****L. AYCINENA SALAZAR**

**FOR HAITI:****POUR HAÏTI:**

海地

За Гаити

**POR HAITÍ:****RICAL****FOR THE HOLY SEE:****POUR LE SAINT-SIÈGE:**

教廷

За Святейший Престол

**POR LA SANTA SEDE:****P. DEMEUR****30.4.1958****FOR HONDURAS:****POUR LE HONDURAS:**

洪都拉斯

За Гондурас

**POR HONDURAS:**

**FOR HUNGARY:****POUR LA HONGRIE:****匈牙利****За Венгрию****POR HUNGRÍA:**

Subject to reservations attached to articles 14, 23 and 21<sup>1</sup>

Dr SZFRÁ János

31.X.1958

**FOR ICELAND:****POUR L'ISLANDE:****冰島****За Исландию****POR ISLANDIA:**

H. G. ANDERSEN

**FOR INDIA:****POUR L'INDE:****印度****За Индию****POR LA INDIA:**

<sup>1</sup> "Articles 14 and 23: The Government of the Hungarian People's Republic is of the opinion that the coastal State is entitled to make the passage of warships through its territorial waters subject to previous authorization; article 21: The Government of the Hungarian People's Republic is of the opinion that the rules contained in Sub-Section B of Section III of Part I of the Convention are generally inapplicable to government ships operated for commercial purposes so far as they encroach on the immunities enjoyed under international law by all government ships, whether commercial or noncommercial, on foreign territorial waters. Consequently, the provisions of Sub-Section B restricting the immunities of government ships operated for commercial purposes are applicable only upon consent of the State whose flag the ship flies."

*Traduction du Secrétariat: Articles 14 et 23: Le Gouvernement de la République populaire de Hongrie estime que l'Etat riverain est en droit de subordonner à une autorisation préalable le passage de navires de guerre dans ses eaux territoriales; article 21: Le Gouvernement de la République populaire de Hongrie estime que les dispositions figurant dans la sous-section B de la section III de la première partie de la Convention ne s'appliquent pas en règle générale aux navires d'Etat affectés à des fins commerciales, pour autant qu'elles portent atteinte aux immunités dont jouissent tous les navires d'Etat, commerciaux ou non commerciaux, dans les eaux territoriales étrangères. Par conséquent, les dispositions de la sous-section B qui limitent les immunités dont jouissent les navires d'Etat affectés à des fins commerciales, ne sont applicables qu'avec le consentement de l'Etat dont le navire arbore le pavillon.*

**FOR INDONESIA:****POUR L'INDONÉSIE:**

印度尼西亞

За Индонезию

**POR INDONESIA:****FOR IRAN:****POUR L'IRAN:**

伊朗

За Иран

**POR IRÁN:**Subject to reservations<sup>1</sup>

Dr. A. MATINE-DAFTARY

May 28, 1958

**FOR IRAQ:****POUR L'IRAK:**

伊拉克

За Ирак

**POR IRAK:**

<sup>1</sup> En signant la Convention sur la mer territoriale et la zone contiguë, je fais la réserve suivante: *l'article 14*: le Gouvernement iranien maintient l'exception d'incompétence opposée par sa délégation à la Conférence sur le droit de la mer, à la douzième séance plénière de la Conférence tenue le 24 avril 1958, contre les articles recommandés par la Cinquième Commission de la Conférence et incorporés, en partie, à l'article 14 de cette Convention. Ainsi, le Gouvernement iranien se réserve tous les droits en ce qui concerne le contenu de cet article qui touche les pays dépourvus de littoral.

*Translation by the Secretariat:* In signing the Convention on the Territorial Sea and the Contiguous Zone, I make the following reservation: *Article 14*. The Iranian Government maintains the objection, on the ground of excess of competence, expressed by its delegation at the twelfth plenary meeting of the Conference on the Law of the Sea on 24 April 1958, to the articles recommended by the Fifth Committee of the Conference and incorporated in part in article 14 of this Convention. The Iranian Government accordingly reserves all rights regarding the contents of this article in so far as it relates to countries having no sea coast.

**FOR IRELAND:****POUR L'IRLANDE:**

愛爾蘭

За Ирландию

**Por IRLANDA:****Frank AIKEN**

2-10-1958

**FOR ISRAEL:****POUR ISRAËL:**

以色列

За Израиль

**Por ISRAEL:****Shabtai ROSENNE****FOR ITALY:****POUR L'ITALIE:**

義大利

За Италию

**Por ITALIA:**

**FOR JAPAN:**

**POUR LE JAPON:**

**日本**

**За Японию**

**POR EL JAPÓN:**

**FOR THE HASHEMITE KINGDOM OF JORDAN:**

**POUR LE ROYAUME HACHÉMITE DE JORDANIE:**

**約但哈希米德王國**

**За Хашемитское Королевство Иордании**

**POR EL REINO HACHEMITA DE JORDANIA:**

**FOR THE REPUBLIC OF KOREA:**

**POUR LA RÉPUBLIQUE DE CORÉE:**

**大韓民國**

**За Корейскую Республику**

**POR LA REPÚBLICA DE COREA:**

**FOR LAOS:**

**POUR LE LAOS:**

寮國

За Лаос

**POR LAOS:**

**FOR LEBANON:**

**POUR LE LIBAN:**

黎巴嫩

За Ливан

**POR EL LÍBANO:**

**FOR LIBERIA:**

**POUR LE LIBÉRIA:**

賴比瑞亞

За Либерию

**POR LIBERIA:**

Rocheforte L. WEEKS

27/5/58

**FOR LIBYA:****POUR LA LIBYE:**

利比亞

За Ливию

**POR LIBIA:****FOR THE GRAND DUCHY OF LUXEMBOURG:****POUR LE GRAND-DUCHÉ DE LUXEMBOURG:**

盧森堡大公國

За Великое Герцогство Люксембург

**POR EL GRAN DUCADO DE LUXEMBURGO:****FOR MEXICO:****POUR LE MEXIQUE:**

墨西哥

За Мексику

**POR MÉXICO:**

**FOR MONACO:**

**POUR MONACO:**

摩納哥

За Монако

**POR MÓNACO:**

**FOR MOROCCO:**

**POUR LE MAROC:**

摩洛哥

За Марокко

**POR MARRUECOS:**

**FOR NEPAL:**

**POUR LE NÉPAL:**

尼泊爾

За Непал

**POR NEPAL:**

Rishikesh SHAHA

**FOR THE KINGDOM OF THE NETHERLANDS:**

**POUR LE ROYAUME DES PAYS-BAS:**

**荷蘭王國**

**За Королевство Нидерландов**

**POR EL REINO DE LOS PAÍSES BAJOS:**

C. SCHURMANN

31 October 1958

**FOR NEW ZEALAND:**

**POUR LA NOUVELLE-ZÉLANDE:**

**紐西蘭**

**За Новую Зеландию**

**POR NUEVA ZELANDIA:**

Foss SHANAHAN

29 October 1958

**FOR NICARAGUA:**

**POUR LE NICARAGUA:**

**尼加拉瓜**

**За Никарагуа**

**POR NICARAGUA:**

**FOR THE KINGDOM OF NORWAY:**

**POUR LE ROYAUME DE NORVÈGE:**

**挪威王國**

**За Королевство Норвегия**

**POR EL REINO DE NORUEGA:**

**FOR PAKISTAN:**

**POUR LE PAKISTAN:**

**巴基斯坦**

**За Пакистан**

**POR EL PAKISTÁN:**

Aly KHAN  
31st October 1958

**FOR PANAMA:**

**POUR LE PANAMA:**

**巴拿馬**

**За Панаму**

**POR PANAMÁ:**

Carlos SUCRE C.  
2.5.1958

TIAS 5639

**FOR PARAGUAY:****POUR LE PARAGUAY:**

巴拉圭

За Парагвай

**POR EL PARAGUAY:****FOR PERU:****POUR LE PÉROU:**

秘魯

За Перу

**POR EL PERÚ:****FOR THE PHILIPPINE REPUBLIC:****POUR LA RÉPUBLIQUE DES PHILIPPINES:**

菲律賓共和國

За Филиппинскую Республику

**POR LA REPÚBLICA DE FILIPINAS:**

**FOR POLAND:****POUR LA POLOGNE:**

波蘭

За Польшу

**POR POLONIA:****FOR PORTUGAL:****POUR LE PORTUGAL:**

葡萄牙

За Португалию

**POR PORTUGAL:****Sous réserve de ratification****Vasco Vieira GARIN****28 octobre 1958****FOR ROMANIA:****POUR LA ROUMANIE:**

羅馬尼亞

За Румынию

**POR RUMANIA:**

"Sous les réserves suivantes: 1) à l'article 20: le Gouvernement de la République populaire Roumaine estime que les navires d'Etat jouissent de l'immunité dans les eaux territoriales étrangères et que l'application des mesures prévues dans cet article peut avoir lieu pour ces navires seulement avec l'assentiment de l'Etat sous le pavillon duquel ils naviguent; 2) à l'article 23: le Gouvernement de la République populaire Roumaine estime que l'Etat riverain a le droit d'établir que le passage des navires de guerre étrangers par ses eaux territoriales est subordonné à une approbation préalable." \*

**M. MAGHERU****31 octobre 1958**

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\* Translation by the Secretariat: With the following reservations: (1) to article 20: The Government of the Romanian People's Republic considers that government ships have immunity in foreign territorial waters and that the measures envisaged in this article may not be applied to such ships except with the consent of the flag State; (2) to article 23: The Government of the Romanian People's Republic considers that the coastal State has the right to provide that the passage of foreign warships through its territorial waters shall be subject to previous approval.

**FOR SAN MARINO:**

**POUR SAINT-MARIN:**

聖馬利諾

За Сан-Марино

**POR SAN MARINO:**

**FOR SAUDI ARABIA:**

**POUR L'ARABIE SAOUDITE:**

沙烏地阿拉伯

За Саудовскую Аравию

**POR ARABIA SAUDITA:**

**FOR SPAIN:**

**POUR L'ESPAGNE:**

西班牙

За Испанию

**POR ESPAÑA:**

**FOR THE SUDAN:**

**POUR LE SOUDAN:**

蘇丹

За Судан

**Por el SUDÁN:**

**FOR SWEDEN:**

**POUR LA SUÈDE:**

瑞典

За Швецию

**Por SUECIA:**

**FOR SWITZERLAND:**

**POUR LA SUISSE:**

瑞士

За Швейцарию

**Por SUIZA:**

F. SCHNYDER  
22 octobre 1958

**FOR THAILAND:**

**POUR LA THAÏLANDE:**

泰國

За Таиланд

**POR TAILANDIA:**

**LUANG CHAKRAPANI SRISILVISUDDHI**

**FOR TUNISIA:**

**POUR LA TUNISIE:**

突尼西亞

За Тунис

**POR TÚNEZ:**

"Sous la réserve suivante: Le Gouvernement de la République Tunisienne ne se considère pas comme lié par les dispositions de l'article 16, paragraphe 4, de la présente Convention." \*

Mongi SLIM

Le 30 octobre 1958

**FOR TURKEY:**

**POUR LA TURQUIE:**

土耳其

За Турцию

**POR TURQUÍA:**

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\* *Translation by the Secretariat:* With the following reservation: The Government of the Tunisian Republic does not consider itself bound by the provisions of article 16, paragraph 4, of this Convention.

**FOR THE UKRAINIAN SOVIET SOCIALIST REPUBLIC:**

**POUR LA RÉPUBLIQUE SOCIALISTE Soviétique d'UKRAINE:**

**烏克蘭蘇維埃社會主義共和國**

**За Украинскую Советскую Социалистическую Республику**

**Por la REPÚBLICA SOCIALISTA Soviética de UCRANIA:**

С оговорками по статьям 20 и 23.\* Текст оговорок прилагается.

Л. Паламарчук<sup>1</sup>

30 October 1958

\* По статье 20: «Правительство Украинской Советской Социалистической Республики считает, что государственные суда в иностранных территориальных водах пользуются иммунитетом и поэтому применение к ним мер, упомянутых в настоящей статье, может иметь место лишь с согласия государства, под флагом которого плавает судно».

По статье 23: (Подраздел D. Правило, применяемое к военным кораблям) — «Правительство Украинской Советской Социалистической Республики считает, что прибрежное государство имеет право устанавливать разрешительный порядок прохода иностранных военных кораблей через его территориальные воды».

**FOR THE UNION OF SOUTH AFRICA:**

**POUR L'UNION SUD-AFRICAINE:**

**南非聯邦**

**За Южно-Африканский Союз**

**Por la UNIÓN SUDAFRICANA:**

<sup>1</sup> Translation by the Secretariat: With reservations\* to articles 20 and 23; text of reservations attached.

L. PALAMARCHEUK

\* Text of the reservations:

To article 20—The Government of the Ukrainian Soviet Socialist Republic considers that government ships in foreign territorial waters have immunity and that the measures mentioned in this article may therefore be applied to them only with the consent of the flag State.

To article 23 (Sub-Section D. Rule applicable to Warships)—The Government of the Ukrainian Soviet Socialist Republic considers that a coastal State has the right to establish procedures for the authorization of the passage of foreign warships through its territorial waters.

<sup>1</sup> Traduction du Secrétariat: Réserves \* aux articles 20 et 23. Texte des réserves joint en annexe.

L. PALAMARCHEUK

\* Texte des réserves:

Article 20—Le Gouvernement de la République socialiste soviétique d'Ukraine considère que les navires d'Etat jouissent de l'immunité dans les eaux territoriales étrangères et que, pour cette raison, les mesures prévues dans cet article ne peuvent leur être appliquées qu'avec le consentement de l'Etat dont le navire arbore le pavillon.

Article 23 (Sous-section D. Règle applicable aux navires de guerre)—Le Gouvernement de la République socialiste soviétique d'Ukraine considère que l'Etat riverain a le droit d'établir un régime d'autorisation pour le passage des navires de guerre étrangers dans ses eaux territoriales.

**FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:**

**POUR L'UNION DES RÉPUBLIQUES SOCIALISTES Soviétiques:**

**蘇維埃社會主義共和國聯邦**

**За Союз Советских Социалистических Республик**

**POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS Soviéticas:**

С оговорками по статьям 20 и 23.\* Текст оговорок прилагается.

B. Зорин<sup>1</sup>

30 October 1958

\* По статье 20: «Правительство Союза Советских Социалистических Республик считает, что государственные суда в иностранных территориальных водах пользуются иммунитетом и поэтому применение к ним мер, упомянутых в настоящей статье, может иметь место лишь с согласия государства, под флагом которого плавает судно».

По статье 23: (Подраздел D. Правило, применяемое к военным кораблям) — «Правительство Союза Советских Социалистических Республик считает, что прибрежное государство имеет право устанавливать разрешительный порядок прохода иностранных военных кораблей через его территориальные воды».

**FOR THE UNITED ARAB REPUBLIC:**

**POUR LA RÉPUBLIQUE ARABE UNIE:**

**聯合阿拉伯共和国**

**За Объединенную Арабскую Республику**

**POR LA REPÚBLICA ARABE UNIDA:**

<sup>1</sup> Translation by the Secretariat: With reservations\* to articles 20 and 23; text of reservations attached.

V. ZORIN

\* Text of the reservations:

To article 20—The Government of the Union of Soviet Socialist Republics considers that government ships in foreign territorial waters have immunity and that the measures mentioned in this article may therefore be applied to them only with the consent of the flag State.

To article 23 (Sub-Section D. Rule applicable to Warships)—The Government of the Union of Soviet Socialist Republics considers that a coastal State has the right to establish procedures for the authorization of the passage of foreign warships through its territorial waters.

<sup>1</sup> Traduction du Secrétariat: Réserves\* aux articles 20 et 23. Texte des réserves joint en annexe.

V. ZORINE

\* Texte des réserves:

Article 20—Le Gouvernement de l'Union des Républiques socialistes soviétiques considère que les navires d'Etat jouissent de l'immunité dans les eaux territoriales étrangères et que, pour cette raison, les mesures prévues dans cet article ne peuvent leur être appliquées qu'avec le consentement de l'Etat dont le navire arbre le pavillon.

Article 23 (Sous-section D. Règle applicable aux navires de guerre)—Le Gouvernement de l'Union des Républiques socialistes soviétiques considère que l'Etat riverain a le droit d'établir un régime d'autorisation pour le passage des navires de guerre étrangers dans ses eaux territoriales.

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:

大不列顛及北愛爾蘭聯合王國

За Соединенное Королевство Великобритании и Северной Ирландии

POR EL REINO UNIDO DE LA GRAN BRETAÑA E IRLANDA DEL NORTE:

Pierson DIXON

9 Sept. 1958

FOR THE UNITED STATES OF AMERICA:

POUR LES ÉTATS-UNIS D'AMÉRIQUE:

美利堅合衆國

За Соединенные Штаты Америки

POR LOS ESTADOS UNIDOS DE AMÉRICA:

Arthur H. DEAN

15 Sept. 1958

FOR URUGUAY:

POUR L'URUGUAY:

烏拉圭

За Уругвай

POR EL URUGUAY:

Carlos CARBAJAL

H. MARTÍNEZ MONTERO

**FOR VENEZUELA:****POUR LE VENEZUELA:**

委內瑞拉

За Венесуэлу

**POR VENEZUELA:**

La República de Venezuela al suscribir la presente convención declara, por lo que se refiere al Art. 12, que existen circunstancias especiales que deberán tenerse en cuenta en las siguientes áreas: Golfo de Paria y en zonas adyacentes al mismo; área comprendida entre las costas de Venezuela y la isla de Aruba; y Golfo de Venezuela.\*

*Ad referendum*

Carlos SOSA RODRÍGUEZ

October 30th 1958

**FOR VIET-NAM:****POUR LE VIETNAM:**

越南

За Вьетнам

**POR VIET-NAM:****FOR YEMEN:****POUR LE YÉMEN:**

葉門

За Йемен

**POR EL YEMEN:**

\* *Translation by the Secretariat:* In signing the present Convention, the Republic of Venezuela declares with reference to article 12 that there are special circumstances to be taken into consideration in the following areas: the Gulf of Paria and zones adjacent thereto; the area between the coast of Venezuela and the island of Aruba; and the Gulf of Venezuela.

*Traduction du Secrétariat:* La République du Venezuela déclare en signant la présente Convention qu'en ce qui concerne l'article 12 il existe des circonstances spéciales qui devront être prises en considération pour les régions suivantes: golfe de Paria et zones adjacentes à ce golfe; région comprise entre les côtes vénézuéliennes et l'île d'Aruba; golfe de Venezuela.

**FOR YUGOSLAVIA:**

**POUR LA YUGOSLAVIE:**

南斯拉夫

За Југославију

**POR YUGOSLAVIA:**

**Avec la réserve de ratification**

**Milan BARTOS**

**V. POPOVIC**

WHEREAS the Senate of the United States of America by their resolution of May 26, 1960, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Convention;

WHEREAS the said Convention was duly ratified by the President of the United States of America on March 24, 1961, in pursuance of the advice and consent of the Senate;

WHEREAS it is provided in Article 29 of the Convention that the Convention shall come into force on the thirtieth day following the date of deposit of the twenty-second instrument of ratification or accession with the Secretary General of the United Nations;

WHEREAS instruments of ratification were deposited with the Secretary General of the United Nations by the following Governments on the dates indicated: the United Kingdom of Great Britain and Northern Ireland, with a declaration, on March 14, 1960, Haiti on March 29, 1960, the Union of Soviet Socialist Republics, with reservations, on November 22, 1960, the Ukrainian Soviet Socialist Republic, with reservations, on January 12, 1961, the Byelorussian Soviet Socialist Republic, with reservations, on February 27, 1961, the United States of America on April 12, 1961, Venezuela, with reservations, on August 15, 1961, Czechoslovakia, with reservations, on August 31, 1961, Israel on September 6, 1961, Hungary, with reservations, on December 6, 1961, Rumania, with reservations, on December 12, 1961, Bulgaria, with reservations, on August 31, 1962, Portugal on January 8, 1963, the Republic of South Africa on April 9, 1963, Australia on May 14, 1963, and the Dominican Republic on August 11, 1964; instruments of accession were deposited with the Secretary General of the United Nations by the following Governments on the dates indicated: Cambodia on March 18, 1960, Malaysia on December 21, 1960, Senegal on April 25, 1961, and the Malagasy Republic on July 31, 1962; and the Secretary General of the United Nations was informed in a communication received on June 26, 1961 from Nigeria and in a communication received on March 13, 1962 from Sierra Leone that those Governments consider themselves bound by the Convention;

AND WHEREAS, pursuant to the provision of Article 29 of the Convention, the Convention enters into force on September 10, 1964;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said Convention to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after September 10, 1964, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eighth day of September in the year of our Lord one thousand nine hundred sixty-four  
[SEAL] and of the Independence of the United States of America the one hundred eighty-ninth.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

# UNITED ARAB REPUBLIC

## Agricultural Commodities

*Agreement amending the agreement of October 8, 1962, as amended.*

*Effectuated by exchange of notes*

*Signed at Cairo July 20, 1964;*

*Entered into force July 20, 1964.*

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*The American Chargé d'Affaires ad interim to the Deputy Prime Minister of the United Arab Republic*

No. 78

CAIRO, July 20, 1964

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of October 8, 1962, as amended, [<sup>1</sup>] and to propose in response to a request from the Government of the United Arab Republic that the agreement be further amended as follows:

In paragraph one of Article I add commodity "frozen beef" value "\$9.5 million"; increase the amount for ocean transportation to "57.0 million"; and increase the total value of the agreement to "\$431.8 million".

In the notes exchanged on October 8, 1962, as amended, substitute "\$8,636,000" for "\$8,402,000" in numbered paragraph three.

The Government of the United Arab Republic will provide, upon the request of the Government of the United States of America, facilities for conversion into other non-dollar currencies for purposes of section 104(h) of the Act [<sup>2</sup>] and for purposes of Mutual Educational and Cultural Exchange Act of 1961, [<sup>3</sup>] up to \$230,000 worth of Egyptian pounds to finance educational and cultural exchange programs and activities in other countries. This amount is in addition to those provided for in the exchange of notes on October 8, 1962, October 7, 1963 and April 20, 1964.<sup>[1]</sup>

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<sup>1</sup> TIAS 5179, 5440, 5579, 5617; 18 UST 2166; 14 UST 1426; *ante*, pp. 527, 1437.

<sup>2</sup> 68 Stat. 457; 7 U.S.C. § 1704(h).

<sup>3</sup> 75 Stat. 527; 22 U.S.C. § 2451 note.

The Government of the United Arab Republic agrees that it will procure and import with its own resources from free world sources during calendar year 1964 at least 2,000 metric tons (product weight) of frozen and/or canned beef and/or veal and a quantity of live beef cattle and/or buffalo equivalent to at least 10,000 metric tons of dressed beef.

The Government of the United Arab Republic agrees that beef imported under this agreement will be used only for consumption within the country.

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

WILLIAM O. BOSWELL  
*American Charge d'Affaires ad interim*

His Excellency

**KAMAL RAMZI STINO,**  
*Deputy Prime Minister,  
Cairo.*

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*The Deputy Prime Minister of the United Arab Republic to the  
American Chargé d'Affaires ad interim*

MINISTRY OF SUPPLY

MINISTER'S OFFICE  
CAIRO U.A.R.

CAIRO, July 20, 1964.

SIR:

I have the honor to acknowledge the receipt of your note of July 20, 1964, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of October 8, 1962, as amended and to propose in response to a request from the Government of the United Arab Republic that the Agreement be further amended as follows:

"In paragraph one of Article I add commodity "frozen beef" value "\$9.5 million"; increase the amount for ocean transportation to "\$57.0 million"; and increase the total value of the agreement to "\$431.8 million".

"In the notes exchanged on October 8, 1962, as amended, substitute "\$8,636,000" for "\$8,402,000" in numbered paragraph three.

"The Government of the United Arab Republic will provide, upon the request of the Government of the United States of America, facilities for conversion into other non-dollar currencies for purposes of section 104(h) of the Act and for purposes of Mutual Educational and Cultural Exchange Act of 1961, up to \$230,000 worth of Egyptian pounds to finance educational and cultural exchange programs and activities in other countries. This amount is in addition to those provided for in the exchange of notes on October 8, 1962, October 7, 1963 and April 20, 1964.

"The Government of the United Arab Republic agrees that it will procure and import with its own resources from free world sources during calendar year 1964 at least 2,000 metric tons (product weight) of frozen and/or canned beef and/or veal and a quantity of live beef cattle and/or buffalo equivalent to at least 10,000 metric tons of dressed beef.

"The Government of the United Arab Republic agrees that beef imported under this agreement will be used only for consumption within the country.

"It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply."

I have the honor to inform you, Sir, that the terms of the foregoing note are acceptable to the Government of the United Arab Republic and that the Government of the United Arab Republic considers your note and the present reply as constituting an agreement between our two Governments on this subject, the Agreement to enter into force on today's date.

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

[SEAL]

K. R. STINO

Dr. K.R. Stino  
Deputy Prime Minister  
for Supply & Internal Trade.

The Honorable

WILLIAM O. BOSWELL,

American Chargé d'Affaires  
*ad Interim.*

**UNITED KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND**

**United States Defense Areas on St. Lucia**

*Agreement, with Annex, replacing Annex D of the agreement of  
February 10, 1961, concerning United States Defense Areas  
in the West Indies.*

*Effectuated by exchange of notes  
Signed at London August 20, 1964;  
Entered into force August 20, 1964.*

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

No. 8

AUGUST 20, 1964

YOUR EXCELLENCY:

I have the honor to refer to recent conversations between representatives of the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the future status and use of Beane Field in St. Lucia.

2. In accordance with Article IV (3) of the Agreement between the Government of the United States of America and the Government of the Federation of The West Indies concerning United States defence areas in the Federation Of The West Indies, signed at Port of Spain on the 10th of February, 1961, [<sup>1</sup>] (hereinafter referred to as "the 1961 Agreement"), the United States Government hereby notifies the Government of the United Kingdom that it no longer requires and has now vacated the defence areas on St. Lucia except for the following:-

- (1) Tract SL-1000 (moule a Chique) on definitive map 4A;
- (2) Tract SL-1001 (Mont le Blanc) on definitive map 4B.

3. I understand that the Government of the United Kingdom agrees to accept the attached Annex D as a new text of the existing Annex D to the 1961 Agreement describing the rights and areas acquired and retained by the United States Government on St. Lucia. I therefore have the honor to propose that the attached Annex D shall supersede and replace the existing Annex D of the 1961 Agreement and become an integral part of that Agreement.

4. If the foregoing provisions are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to propose that this Note, together with its Annex, and Your Excellency's reply to that effect, shall constitute an Agreement between our two Governments which shall enter into force on this day's date.

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<sup>1</sup> TIAS 4734; 12 UST 412.

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

DAVID BRUCE

Enclosure: Annex D

EMBASSY OF THE UNITED STATES OF AMERICA,  
*London, August 20, 1964*

His Excellency

Rt. Hon. R. A. BUTLER, C.H., M.P.,  
*Secretary of State for Foreign Affairs,*  
*London*

***Annex D***

**Defense Areas, Rights of Way and Easements**

(1) The defense areas at Moule a Chique and Mont le Blanc are shown definitively on map 4A (Moule a Chique) and 4B (Mont le Blanc), copies of which are attached hereto. Certain rights of access, rights of way, and easements required for the use of these areas are shown on maps 4A or 4B or on map RE2889-1, a copy of which is also attached hereto. Additional rights of access, rights of way and easements as required will be surveyed by the United States.

**Nature of Rights**

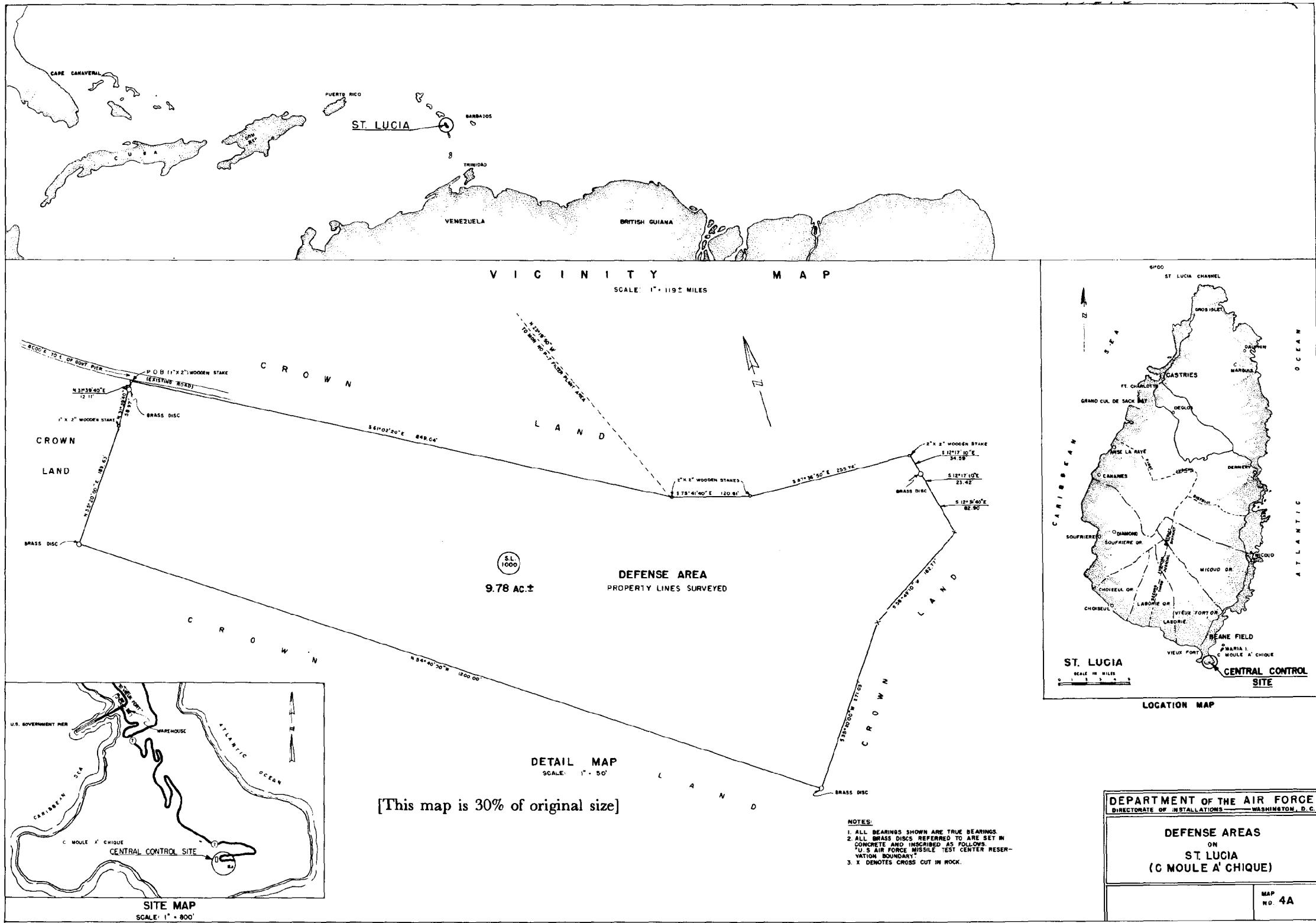
(2) (a) The rights vested in the United States Government by virtue of this Agreement include the right to maintain and operate within the defense areas an electronic research and test station, including its associated instrumentation, detection and communications systems.

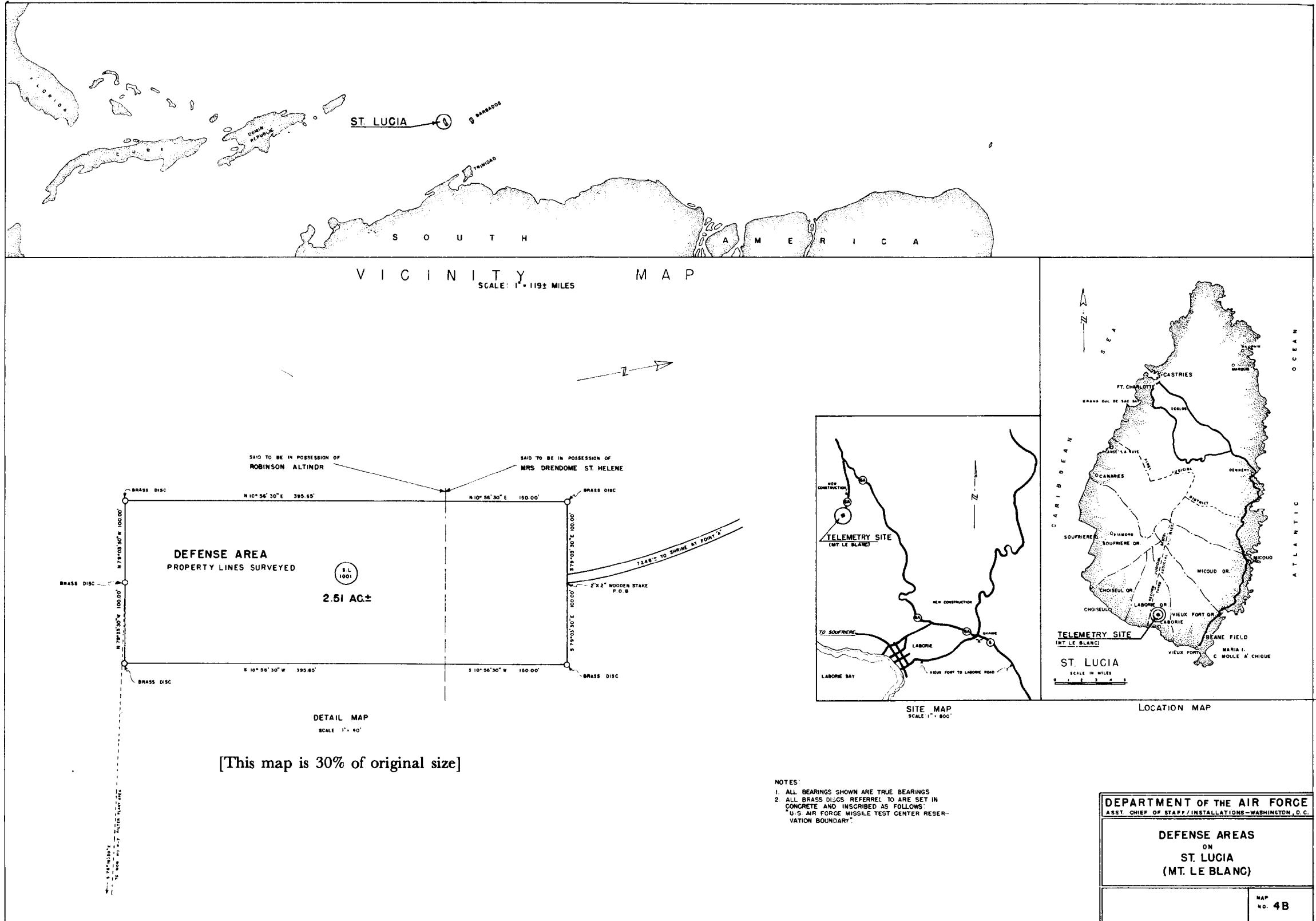
(b) No wireless station, submarine cable, land line or other installation shall be established by the United States Government outside the defense areas except at such place or places as may be agreed. Any submarine cable or wireless station shall be sited and operated in such a way that it will not cause interference with established civil communications.

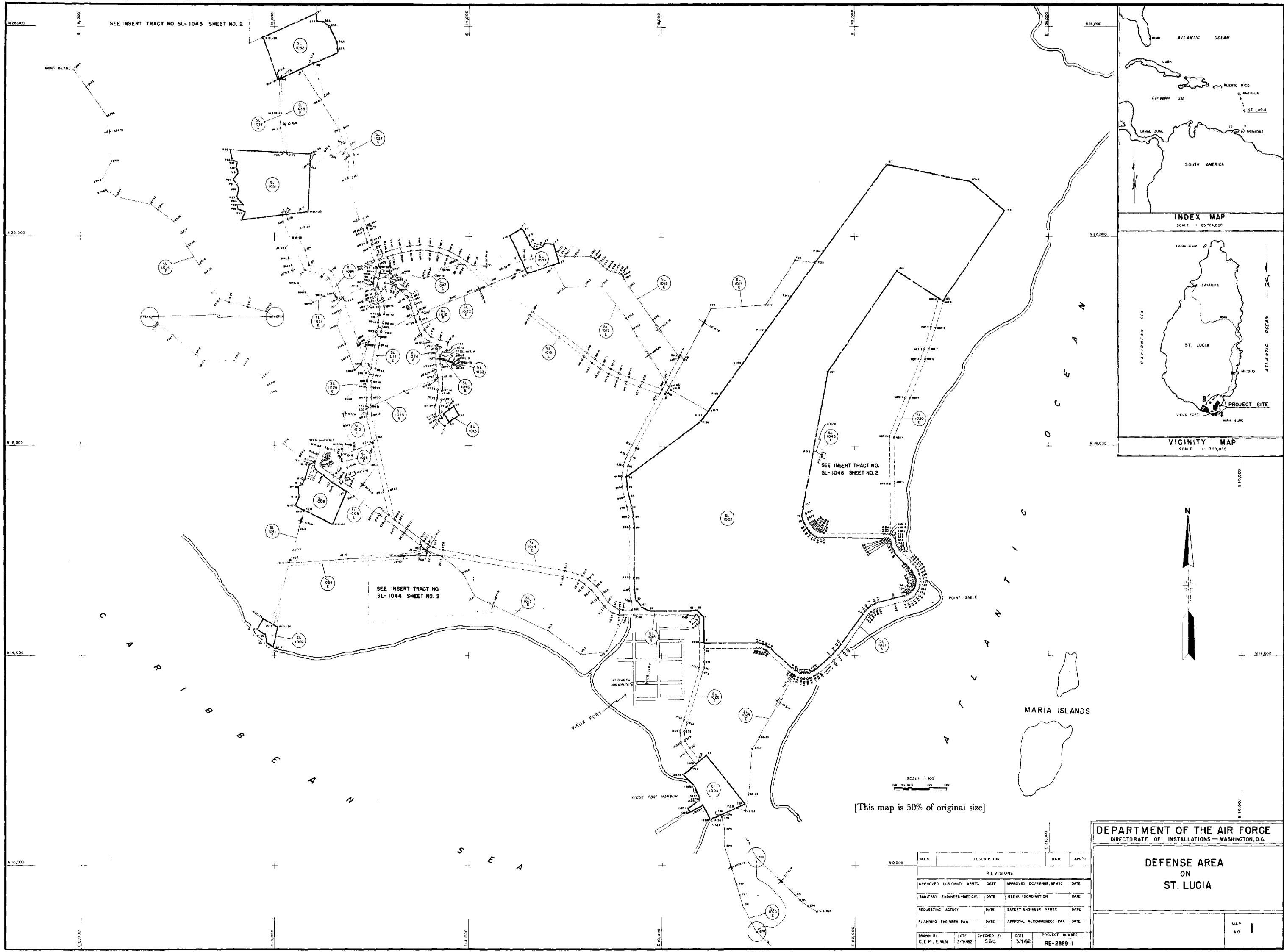
(c) When submarine cables are no longer required for the purposes of this Agreement, their disposal or further use shall be subject to consultation between the parties and, in the absence of agreement, they shall be removed by and at the expense of the United States Government.

Roads

(3) The United States Government shall consult from time to time with the Government of St. Lucia for the purpose of agreeing upon the extent of any damage to roads which may have been caused by United States' operations, and the repairs which are necessary. The United States Government shall either make these repairs or reimburse their cost to the local Government.









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

FOREIGN OFFICE, S.W. 1.

AU 11911

August 20, 1964.

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of your Note No. 8 of the 20th of August, 1964 which reads as follows:—

Your Excellency:

I have the honor to refer to recent conversations between representatives of the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the future status and use of Beane Field in St. Lucia.

2. In accordance with Article IV (3) of the Agreement between the Government of the United States of America and the Government of the Federation of The West Indies concerning United States defense areas in the Federation of The West Indies, signed at Port of Spain on the 10th of February, 1961, (hereinafter referred to as "the 1961 Agreement"), the United States Government hereby notifies the Government of the United Kingdom that it no longer requires and has now vacated the defence areas on St. Lucia except for the following:—

- (1) Tract SL-1000 (Moule a Chique) on definitive map 4A;
- (2) Tract SL-1001 (Mont le Blanc) on definitive map 4-B.

3. I understand that the Government of the United Kingdom agrees to accept the attached Annex D as a new text of the existing Annex D to the 1961 Agreement describing the rights and areas acquired and retained by the United States Government on St. Lucia. I therefore have the honor to propose that the attached Annex D shall supersede and replace the existing Annex D of the 1961 Agreement and become an integral part of that Agreement.

4. If the foregoing provisions are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to propose that this Note, together with its Annex, and Your Excellency's reply to that effect, shall constitute an Agreement between our two Governments which shall enter into force on this day's date.

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

DAVID BRUCE.

In reply I have the honour to state that the foregoing provisions are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland who therefore agree that Your Excellency's Note together with its Annex and the present reply shall constitute an Agreement between the two Governments which shall enter into force on this day's date.

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

Your Excellency's obedient Servant,

(For the Secretary of State)

G E HALL

His Excellency

The Honourable DAVID K. E. BRUCE, C.B.E.,

*etc., etc., etc.,*

*24-32 Grosvenor Square,*

*W. 1.*

UNITED KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND

**Use of Beane Field in St. Lucia**

*Agreement effected by exchange of notes*  
*Signed at London August 20, 1964;*  
*Entered into force August 20, 1964.*

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

No. 9

AUGUST 20, 1964

YOUR EXCELLENCY:

I have the honor to refer to recent conversations between representatives of the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the future status and use of Beane Field in St. Lucia. Although the two Governments have today agreed that Beane Field should no longer be a defence area under the Agreement between the Government of the United States of America and the Government of the Federation of The West Indies, signed at Port of Spain on the 10th of February 1961, [1] (hereinafter referred to as "the 1961 Agreement"), the United States Government nevertheless wish to enjoy the following rights at Beane Field Airport:-

(a) If Beane Field Airport is open for civil use, aircraft owned or operated by or on behalf of the United States Government shall at all times be entitled to unrestricted use of the airport, and in respect of such use the following provisions of the 1961 Agreement shall be applicable: Article V; Article VII (it being understood that no charges shall be payable for any airport services provided); Articles VIII; IX and X.

(b) If Beane Field Airport is not open for civil use, the United States Government may, upon notifying the Governments of the United Kingdom and St. Lucia, use the airport at its expense under the provisions of the 1961 Agreement. Administrative arrangements for United States use of the Airport under this paragraph will be

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<sup>1</sup> TIAS 4734 ; 12 UST 408.

made between the appropriate authorities of the United States Government and the Government of St. Lucia.

(c) If the United States Government uses Beane Field Airport pursuant to the preceding sub-paragraph, the airport will be open for civil use during periods of United States use under the terms of the Agreement of February 24, 1948, [<sup>1</sup>] between the Government of the United Kingdom and the United States Government concerning the opening of certain military air bases in the Caribbean Area and Bermuda to use by civil aircraft. The United States Government shall give notice as far in advance as is practicable if it becomes necessary to limit or suspend civil air operations at Beane Field pursuant to Article VI of that Agreement.

(d) The United States Government and United States contractors may, without charge, use the pier and warehouse at Beane Field for the purposes of the 1961 Agreement.

2. If the foregoing provisions are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to propose that this Note and Your Excellency's reply to that effect shall constitute an Agreement between our two Governments which shall enter into force on this day's date.

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

DAVID BRUCE

His Excellency

Rt. Hon. R. A. BUTLER, C.H., M.P.,  
*Secretary of State for Foreign Affairs,  
London*

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

FOREIGN OFFICE, S.W. 1.

AU 11911

August 20, 1964.

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of your Note No. 9 of the 20th of August, 1964 which reads as follows:-

Your Excellency:

I have the honor to refer to recent conversations between representatives of the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the future status and use of Beane Field in St. Lucia. Although the two Governments have today

<sup>1</sup> TIAS 1717; 62 Stat. 1860.

agreed that Beane Field should no longer be a defense area under the Agreement between the Government of the United States of America and the Government of the Federation of The West Indies, signed at Port of Spain on the 10th of February 1961, (hereinafter referred to as "the 1961 Agreement"), the United States Government nevertheless wish to enjoy the following rights at Beane Field Airport:-

- (a) If Beane Field Airport is open for civil use, aircraft owned or operated by or on behalf of the United States Government shall at all times be entitled to unrestricted use of the airport, and in respect of such use the following provisions of the 1961 Agreement shall be applicable: Article V; Article VII (it being understood that no charges shall be payable for any airport services provided); Articles VIII, IX and X.
- (b) If Beane Field Airport is not open for civil use, the United States Government may, upon notifying the Governments of the United Kingdom and St. Lucia, use the airport at its expense under the provisions of the 1961 Agreement. Administrative arrangements for United States use of the Airport under this paragraph will be made between the appropriate authorities of the United States Government and the Government of St. Lucia.
- (c) If the United States Government uses Beane Field Airport pursuant to the preceding sub-paragraph, the airport will be open for civil use during periods of United States use under the terms of the Agreement of February 24, 1948, between the Government of the United Kingdom and the United States Government concerning the opening of certain military air bases in the Caribbean Area and Bermuda to use by civil aircraft. The United States Government shall give notice as far in advance as is practicable if it becomes necessary to limit or suspend civil air operations at Beane Field pursuant to Article VI of that Agreement.
- (d) The United States Government and United States contractors may, without charge, use the pier and warehouse at Beane Field for the purposes of the 1961 Agreement.

2. If the foregoing provisions are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to propose that this Note and Your Excellency's reply to that effect shall constitute an Agreement between our two Governments which shall enter into force on this day's date.

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

DAVID BRUCE.

In reply I have the honour to state that the foregoing provisions are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland who therefore agree that Your Excellency's Note and the present reply shall constitute an Agreement between the two Governments which shall enter into force on this day's date.

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

Your Excellency's obedient Servant,

(For the Secretary of State)

G E HALL

His Excellency

The Honourable DAVID K. E. BRUCE, C.B.E.,

*etc., etc., etc.,*

*24-32 Grosvenor Square, W. 1.*

# AUSTRALIA

## **Education: Educational Foundation and Financing of Exchange Programs**

*Agreement signed at Canberra August 28, 1964;  
Entered into force August 28, 1964.*

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### **AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA FOR THE FINANCING OF CERTAIN EDUCATIONAL AND CULTURAL EXCHANGE PROGRAMS**

#### PREAMBLE

The Government of the United States of America and the Government of the Commonwealth of Australia;

Desiring to continue and expand programs to promote further mutual understanding between the peoples of the United States of America and Australia through educational contacts;

Considering that such programs have been carried out in accordance with the Agreement between the Government of the United States of America and the Government of the Commonwealth of Australia, signed at Canberra on November 26, 1949, as amended [<sup>1</sup>] with funds made available to the Government of the United States of America by the Government of the Commonwealth of Australia in settlement of certain obligations;

Considering the mutual benefits derived from such programs and the desire of the two Governments to cooperate and assist further in the financing and operating of such programs for the further strengthening of international cooperative relations;

**HAVE AGREED AS FOLLOWS:**

#### ARTICLE 1

There shall be established a foundation to be known as the Australian-American Educational Foundation (hereinafter designated "the Foundation"), to replace the United States Educational Foundation in Australia. The Foundation shall be recognized by the Government of the United States of America and the Govern-

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<sup>1</sup> TIAS 1994, 3060; 64 Stat. (pt. 3) b39; 5 UST 1931.

ment of the Commonwealth of Australia as a binational organization created and established to facilitate the administration of the educational and cultural program to be financed by funds made available to the Foundation for such purpose. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America and of Australia as they relate to the use and expenditure of currencies and credits for currencies and the acquisition of property for the purposes set forth in the present agreement.

The funds made available under the present agreement (including any accruals arising from investments or other use thereof as interest or otherwise), within the conditions and limitations hereinafter set forth, shall be used by the Foundation for the purposes of:

- (1) financing studies, research, instruction, and other educational activities of or for (i) citizens and nationals of the United States of America in Australia, and (ii) citizens of Australia in American schools and institutions of learning located in or outside the United States of America;
- (2) financing visits and interchanges between the United States of America and Australia of students, trainees and teachers at all educational levels; and
- (3) financing such other related educational and cultural programs and activities as are provided for in budgets approved in accordance with Article 3 hereof.

#### ARTICLE 2

In furtherance of the aforementioned purposes, the Foundation may, subject to the provisions of the present agreement, exercise all powers necessary to the carrying out of the present agreement and may in particular:

- (1) Receive funds and deposit them in bank accounts in the name of the Foundation in a depository or depositories approved by the Secretary of State and the Prime Minister, or, to the extent they are not required for current activities, make such investments as may be approved by the Secretary of State and the Prime Minister.
- (2) Disburse funds and make grants and advances of funds for the authorized purposes of the Foundation, including payment for transportation, tuition, maintenance and other expenses incident thereto.
- (3) Acquire, hold, and dispose of property in the name of the Foundation as the Board of Directors of the Foundation may consider necessary or desirable.
- (4) Plan, adopt, and carry out programs in accordance with the purposes of the present agreement.

(5) Consider recommendations by the appropriate Australian selection agency of persons resident in Australia qualified in the opinion of the Foundation to participate in the programs, and submit approved recommendations to the Board of Foreign Scholarships in the United States of America for final approval and, if necessary, placement in the United States of America.

(6) Consider recommendations by the Board of Foreign Scholarships in the United States of America of persons resident in the United States of America qualified in the opinion of the Foundation to participate in the programs, and submit approved recommendations to the agency, appointed by the Government of the Commonwealth of Australia for the purpose of final approval and, if necessary, placement in Australia.

(7) Recommend to the aforesaid Board of Foreign Scholarships and to the aforesaid Australian selection agency such qualifications for the selection of participants in the program as it may deem necessary for achieving the purpose and objectives of the Foundation.

(8) Provide for periodic audits of the accounts of the Foundation as directed by auditors approved by the Secretary of State and the Prime Minister.

(9) Engage administrative and clerical staff and fix and pay the salaries and wages thereof, and incur other administrative expenses as may be deemed necessary from funds made available under the agreement.

(10) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present agreement but are not financed by funds made available under this agreement, provided, however, that such programs and activities and the Foundation's role therein shall be fully described in annual or special reports made to the Secretary of State and the Prime Minister as provided in Article 7 hereof, and provided that no objection is interposed by either the Secretary of State or the Prime Minister to the Foundation's actual or proposed role therein.

### ARTICLE 3

All expenditure by the Foundation shall be made pursuant to an annual budget to be approved by the Secretary of State and the Prime Minister. Such budget shall not exceed 180,000 Australian pounds, unless the two Governments agree otherwise.

### ARTICLE 4

The Foundation shall not enter into any commitment or create any obligation which shall bind the Foundation in excess of the funds actually on hand nor acquire, hold, or dispose of property except for the purposes authorized in the present agreement.

ARTICLE 5

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of eight Directors (hereinafter designated the "Board").

In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Australia (hereinafter designated "The Chief of Mission") and the Prime Minister shall be Honorary Chairmen of the Board. A chairman with voting power shall be selected by the Board from among its members.

The members of the Board shall be as follows:

- (a) four citizens of the United States of America, of whom at least two shall be officers of the United States Foreign Service establishment in Australia, and
- (b) four citizens of Australia, of whom two shall be officers of the Government of the Commonwealth of Australia.

A member of the Board acceptable to both the Secretary of State and the Prime Minister shall serve as treasurer. The United States members of the Board shall be appointed and removed by the Chief of Mission. The Australian members of the Board shall be appointed and removed by the Prime Minister.

The members shall serve from the time of their appointment until one year from the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside Australia, expiration of term of service, or otherwise shall be filled in accordance with this procedure. The members shall serve without compensation, but the Foundation is authorized to pay the necessary expenses of the members in attending meetings of the Board.

ARTICLE 6

The Board shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Foundation.

ARTICLE 7

Reports shall be made annually on the activities of the Foundation to the Secretary of State and the Prime Minister. Special reports may be made more often at the discretion of the Foundation or at the request of either the Secretary of State or the Prime Minister.

ARTICLE 8

The principal office of the Foundation shall be in Canberra, but meetings of the Board and any of its committees may be held in such

other places as the Board may from time to time determine, and the activities of any of the Foundation's officers or staff may be carried on at such places as may be approved by the Board.

#### ARTICLE 9

The Board may appoint an Executive Officer and determine his salary and term of service provided, however, that in the event it is found to be impracticable for the Board to secure an appointee acceptable to the Honorary Chairmen, and with terms and conditions of employment acceptable to the Honorary Chairmen, the Government of the United States of America and the Government of the Commonwealth of Australia may provide an Executive Officer and such assistants as may be deemed necessary to ensure the effective operation of the program. In his absence or disability, the Board may appoint a substitute for such time as it deems necessary or desirable.

#### ARTICLE 10

Funds and property of the United States Educational Foundation in Australia derived from sums made available to such Foundation by the Government of the United States of America pursuant to the Agreement of November 26, 1949, as amended, shall be available to the Foundation to be used for the purposes of this agreement.

The Government of the Commonwealth of Australia shall, as and when requested by the Government of the United States of America for the purpose of this agreement, make available to the Treasurer of the United States of America such portion of the funds provided for in the Agreement of November 26, 1949, as amended, as has not been made available to the Treasurer of the United States of America by the time such agreement is terminated and superseded by this agreement.

In addition to the funds described in the preceding paragraphs, there may also be used for the purposes of this agreement any other funds held or available for expenditure by either Government for such purposes and contributions to the Foundation from any source.

Beginning in the financial year 1964-65 (United States fiscal year 1965) the Government of the United States of America and the Government of the Commonwealth of Australia shall each make available to the Foundation one half of the new funds needed to finance the approved annual budget. The performance of the commitments made in the preceding sentence shall be subject to the availability of appropriations to the Secretary of State when required by the laws of the United States of America, and to such internal procedures as may be required by the laws of the Commonwealth of Australia.

All such funds and any accruals, as interest or otherwise, arising from investment or other use thereof shall be available for expenditure

by the Foundation for purposes of the present agreement, within the budgetary limits established pursuant to Article 3 hereof.

#### ARTICLE 11

Furniture, equipment, supplies, and any other articles intended for official use of the Foundation shall be exempt in Australia from customs duties, excises, surtaxes, and every other form of taxation.

All funds and other property used for the purposes of the Foundation, and all official acts of the Foundation within the scope of its purposes shall likewise be exempt from taxation of every kind in Australia.

#### ARTICLE 12

Wherever, in the present agreement, the term "Secretary of State" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

Wherever, in the present agreement, the term "Prime Minister" is used, it shall be understood to mean the Prime Minister of the Commonwealth of Australia or any Minister of State or officer of the Government of the Commonwealth of Australia designated by him to act in his behalf.

#### ARTICLE 13

The present agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of the Commonwealth of Australia.

Either party may give to the other written notice of its desire to terminate the agreement and such termination shall become effective on the thirty-first day of December immediately following the end of the first academic year in Australia which opens after the date of such notice. Upon termination of this agreement, all funds and property of the Foundation shall become the property of the Government of the United States of America and the Government of the Commonwealth of Australia, subject to such conditions, limitations, and liabilities as may have been imposed thereon prior to termination, and shall be divided between them in proportion to their respective contributions to the Foundation during the period of this agreement. In determining the respective contributions of the two Governments during the period of this agreement, funds and property of the United States Educational Foundation in Australia made available to the Foundation by the first paragraph of Article 10 hereof shall be regarded as contributed by the Government of the United States of America.

ARTICLE 14

The Government of the United States of America and the Government of the Commonwealth of Australia shall make every effort to facilitate the program authorized in this agreement and to resolve problems which may arise in the operation thereof.

ARTICLE 15

The present agreement supersedes the Agreement between the Government of the United States of America and the Government of the Commonwealth of Australia signed at Canberra on November 26, 1949, as amended.

The present agreement shall come into force upon the date of signature.

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

DONE at Canberra in duplicate, this twentyeighth day of August, 1964.

Wm C Battle

FOR THE GOVERNMENT  
OF THE UNITED STATES  
OF AMERICA.

ROBERT G MENZIES

FOR THE GOVERNMENT  
OF THE COMMONWEALTH  
OF AUSTRALIA.

# FRANCE

## Atomic Energy: Cooperation for Civil Uses

*Agreement amending the agreement of June 19, 1956, as amended.*

*Signed at Washington June 22, 1964;*

*Entered into force August 31, 1964.*

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

The Government of the United States of America and the Government of the French Republic,

Desiring to amend further the Agreement for Cooperation Concerning the Civil Uses of Atomic Energy Between the Government of the United States of America and the Government of the French Republic, signed at Washington on June 19, 1956<sup>[1]</sup> (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreement signed at Washington on July 3, 1957, the Agreement signed at Washington on July 22, 1959, the Agreement signed at Washington on September 30, 1960, and the Agreement signed at Washington on June 22, 1962, [<sup>2</sup>]

Have agreed as follows.

#### ARTICLE I

Paragraph C. 1. of Article VIII of the Agreement for Cooperation, as amended, is further amended by deleting the first sentence thereof and substituting the following:

"1. The Commission may, upon request and in its discretion, make available a portion of the enriched uranium supplied hereunder as material enriched to more than twenty percent (20%) in the isotope U-235, when there is a technical or economical justification for such material, for use in (a) research reactors, materials testing reactors and reactor experiments, each capable of operating with a fuel load not to exceed 8 kilograms of U-235 contained in uranium

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<sup>1</sup> TIAS 3689; 7 UST 3097.

<sup>2</sup> TIAS 3883, 4313, 4694, 5128, 8 UST 1354, 10 UST 1654, 12 UST 211, 13 UST 1808.

and (b) criticality experiments, provided that not more than 100 kilograms of U-235 in the aggregate will be available for such criticality experiments."

## ARTICLE II

This Amendment, which shall be regarded as an integral part of the Agreement for Cooperation, as amended, shall enter into force on the day on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Amendment.

## AMENDEMENT A L'ACCORD DE COOPERATION RELATIF AUX USAGES CIVILS DE L'ENERGIE ATOMIQUE ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE FRANCAISE

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française,

Désireux de modifier à nouveau l'Accord de Coopération relatif aux Usages Civils de l'Energie Atomique entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française, signé à Washington le 19 juin 1956 (ci-après désigné par les termes "Accord de Coopération"), modifié par l'accord signé à Washington le 3 juillet 1957, l'accord signé à Washington le 22 juillet 1959, l'accord signé à Washington le 30 septembre 1960, et l'accord signé à Washington le 22 juin 1962,

Sont convenus de ce qui suit.

## ARTICLE I

Le paragraphe C. 1. de l'Article VIII de l'Accord de Coopération, ainsi qu'il a été amendé, est amendé à nouveau par la suppression de la première phrase dudit paragraphe et son remplacement par ce qui suit

"1. La Commission pourra, sur demande et à sa discrétion, fournir une partie de l'uranium enrichi livré aux termes du présent Accord sous forme de matières enrichies à plus de vingt pour cent (20%) en isotope U-235 lorsque, sur le plan technique ou économique, la livraison de telles matières est justifiée, pour être utilisée dans (a) des réacteurs de recherche, des réacteurs d'essai de matériaux et des installations d'expérimentation de réacteurs, chacun étant susceptible de fonctionner avec une charge de combustible ne

dépassant pas huit (8) kilogrammes d'U-235 contenu dans de l'uranium et (b) des expériences de criticalité, étant entendu que pas plus de 100 kilogrammes d'U-235 au total ne seront fournis pour de telles expériences de criticalité"

## ARTICLE II

Le présent amendement, qui sera considéré comme partie intégrante de l'Accord de Coopération, ainsi qu'il a été amendé, entrera en vigueur le jour où chacun des Gouvernements aura reçu de l'autre notification écrite qu'il a satisfait à toutes les exigences légales et constitutionnelles pour la mise en vigueur dudit amendement.

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 twenty-second day of June 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

WILLIAM R. TYLER

GLENN T. SEABORG

FOR THE GOVERNMENT OF THE REPUBLIC OF FRANCE  
POUR LE GOUVERNEMENT DE LA REPUBLIQUE FRANCAISE

HERVÉ ALPHAND.

# CEYLON

## **Education: Educational Foundation and Financing of Exchange Programs**

*Agreement signed at Colombo August 29, 1964;  
Entered into force August 29, 1964.*

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### **AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CEYLON FOR FINANCING CERTAIN EDUCATIONAL EXCHANGE PRO- GRAMS**

The Government of the United States of America and the Government of Ceylon:

Desiring to promote further mutual understanding between the peoples of the United States of America and Ceylon by a wider exchange of knowledge and professional talents through educational contacts:

Have agreed as follows:

#### **ARTICLE 1**

There shall be established a foundation to be known as the United States Educational Foundation in Ceylon (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of Ceylon as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Foundation by the Government of the United States of America from funds held or available for expenditure by the United States for such purpose.

Except as provided in Article 3 hereof, the Foundation shall be exempt from the domestic and local laws of the United States of America and of Ceylon as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present Agreement. The funds as well as the office equipment and supplies acquired for the furtherance of the Agreement shall be regarded in Ceylon as property of a foreign government. The funds made available under the present Agreement, within the conditions and limitations hereinafter set forth, shall be used by the Foundation or such other instrumentality as may be agreed upon by the Government of

the United States of America and the Government of Ceylon for the purposes of:

- (1) financing studies, research, instruction, and other educational activities (i) of or for citizens and nationals of the United States of America in Ceylon, and (ii) of or for citizens and nationals of Ceylon in United States of America schools and institutions of learning located in or outside the United States of America;
- (2) financing visits and interchanges between the United States of America and Ceylon of students, trainees, teachers, instructors, and professors; and
- (3) financing such other related educational and cultural programs and activities as are provided for in budgets approved in accordance with Article 3 hereof.

#### **ARTICLE 2**

In furtherance of the aforementioned purposes, the Foundation may, subject to the provisions of the present Agreement, exercise all powers necessary to the carrying out of the purposes of the present Agreement, including the following:

- (1) Plan, adopt and carry out programs in accordance with the purposes of the present Agreement.
- (2) Recommend to the Board of Foreign Scholarships of the United States of America, students, trainees, professors, research scholars, teachers, instructors, resident in Ceylon, and institutions of Ceylon, to participate in the program.
- (3) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the program as it may deem necessary for achieving the purpose and objectives of the present Agreement.
- (4) Acquire, hold, and dispose of property (other than real estate) in the name of the Foundation as the Foundation may consider necessary or desirable, provided, however, that the leasing of adequate housing and facilities for the activities of the Foundation will be assured.
- (5) Authorize the Treasurer of the Foundation or such other person as the Foundation may designate to receive funds to be deposited in bank accounts in the name of the Treasurer of the Foundation or such other person as may be designated. The appointment of the Treasurer or such designee shall be approved by the Secretary of State and the Treasurer or such designee shall deposit funds received in a depository or depositories designated by the Secretary of State.

- (6) Authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present Agreement, including payment for transportation, tuition, maintenance and other expenses incident thereto.
- (7) Provide for periodic audits of the accounts of the Treasurer of the Foundation as directed by auditors selected by the Secretary of State.
- (8) Engage an Executive Officer, and administrative and clerical staff and fix and pay the salaries and wages thereof, and incur other administrative expenses as may be deemed necessary out of funds made available under the present Agreement.
- (9) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present Agreement but are not financed by funds made available under this Agreement, provided, however, that such programs and activities and the Foundation's role therein shall be fully described in annual or special reports made to the Government of Ceylon and to the Secretary of State as provided in Article 6 hereof, and provided that no objection is interposed by either the Government of Ceylon or the Secretary of State to the Foundation's actual or proposed role therein.

### ARTICLE 3

All commitments, obligations, and expenditures authorized by the Foundation shall be made pursuant to an annual budget to be approved by the Secretary of State.

### ARTICLE 4

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of six members (hereinafter designated "the Board"), three of whom shall be citizens of the United States of America and three of whom shall be citizens of Ceylon. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Ceylon (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Board. He shall cast the deciding vote in the event of a tie vote by the Board and shall appoint the Chairman of the Board. The Chairman as a regular member of the Board shall have the right to vote. The Chief of Mission shall have the power to appoint and remove the citizens of the United States of America on the Board, at least two of whom shall be officers of the United States Foreign Service establishment in Ceylon. The Government of Ceylon shall have the power to appoint and remove the citizens of Ceylon on the Board.

The members shall serve from the time of their appointment until the following December 31 and shall be eligible for reappointment.

Vacancies by reason of resignation, transfer of residence outside Ceylon, expiration of service, or otherwise, shall be filled in accordance with the appointment procedure set forth in this article.

The members shall serve without compensation, but the Board may authorize the payment of the necessary expenses of the members in attending the meetings of the Board and in performing other official duties assigned by the Board.

#### ARTICLE 5

The Board shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Foundation.

#### ARTICLE 6

Reports acceptable in form and content to the Secretary of State shall be made annually on the activities of the Foundation to the Secretary of State and the Government of Ceylon. Special reports may be made more often at the discretion of the Foundation or at the request of either the Government of Ceylon or the Secretary of State.

#### ARTICLE 7

The principal office of the Foundation shall be in the capital city of Ceylon, but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Foundation's officers or staff may be carried on at such places as may be approved by the Board.

#### ARTICLE 8

The Executive Officer shall be responsible for the direction and supervision of the Board's programs and activities in accordance with the Board's resolutions and directives and the provisions of this Agreement. In his absence or disability, the Board may appoint a substitute for such time as it deems necessary or desirable. In the event that it is found to be impracticable for the Board to engage an Executive Officer, the Government of the United States of America may provide an Executive Officer and such assistants as may be deemed necessary to ensure the effective operation of the program.

#### ARTICLE 9

The Government of the United States of America and the Government of Ceylon agree that there may be used for the purposes of this agreement any funds held or available for expenditure by the Government of the United States of America for such purposes.

The Secretary of State will make available for expenditure as authorized by the Foundation funds in such amounts as may be required for the purposes of this Agreement, but in no event may

amounts in excess of the budgetary limitations established pursuant to Article 3 of the present Agreement be expended by the Foundation.

The performance of the Agreement shall be subject to the availability of appropriations to the Secretary of State when required by the laws of the United States of America.

#### ARTICLE 10

The Government of the United States of America and the Government of Ceylon shall make every effort to facilitate the exchange-of-persons programs authorized in this Agreement and to resolve problems which may arise in the operations thereof.

Furniture, equipment, supplies, and any other articles intended for official use of the Foundation shall be exempt in Ceylon from customs duties, excises and surtaxes, and every other form of taxation.

All funds and other property used for the purposes of the Foundation, and all official acts of the Foundation within the scope of its purposes shall likewise be exempt in Ceylon from taxation of every kind and from currency controls.

United States citizens employed by the Foundation and United States grantees engaged in educational or cultural activities in Ceylon under the auspices of the Foundation, and accompanying members of their families, shall be exempt from all Ceylonese taxes, including the tax levied under the Temporary Residence Tax Act. No. 36 of 1961, income taxes and customs duties, excises and surtaxes on personal property intended for their own use. Such persons shall also be relieved of restrictions in Ceylon affecting their entry, travel, residence and exit as may be necessary for the effective operation of the program envisioned by this Agreement.

#### ARTICLE 11

Wherever, in the present Agreement, the term "Secretary of State" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

#### ARTICLE 12

The present Agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of Ceylon.

#### ARTICLE 13

The present Agreement supersedes the Agreement between the Government of the United States of America and the Government of Ceylon signed at Colombo on November 17, 1952, as amended.<sup>[1]</sup>

<sup>[1]</sup> TIAS 2652, 4376, 5373; 3 UST 4806; 10 UST 2076; 14 UST 897.

The present Agreement shall come into force upon the date of signature.

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

Done at Colombo in duplicate, this twenty-ninth day of August, 1964.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

FRANCES E. WILLIS  
*Ambassador of the United States  
of America*

FOR THE GOVERNMENT OF  
CEYLON

N. M. PERERA  
*Minister of Finance*

# MULTILATERAL

## Communications Satellite System

*Agreement establishing interim arrangements for a global commercial communications satellite system and special agreement.*

*Done at Washington August 20, 1964;  
Entered into force August 20, 1964.*

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### AGREEMENT ESTABLISHING INTERIM ARRANGEMENTS FOR A GLOBAL COMMERCIAL COMMUNICATIONS SATELLITE SYSTEM

The Governments signatory to this Agreement,  
Recalling the principle set forth in Resolution No. 1721  
(XVI) of the General Assembly of the United Nations that  
communications by means of satellites should be available to  
the nations of the world as soon as practicable on a global  
and non-discriminatory basis;

Desiring to establish a single global commercial communications satellite system as part of an improved global communications network which will provide expanded telecommunications services to all areas of the world and which will contribute to world peace and understanding;

Determined, to this end, to provide, through the most advanced technology available, for the benefit of all nations of the world, the most efficient and economical service possible consistent with the best and most equitable use of the radio spectrum;

Believing that satellite communications should be organized in such a way as to permit all States to have access to the global system and those States so wishing to invest in the system with consequent participation in the design, development, construction (including the provision of equipment), establishment, maintenance, operation and ownership of the system;

Believing that it is desirable to conclude interim arrangements providing for the establishment of a single global commercial communications satellite system at the earliest practicable date, pending the working out of definitive arrangements for the organization of such a system;

Agree as follows:

## ARTICLE I

(a) The Parties to this Agreement shall co-operate to provide, in accordance with the principles set forth in the Preamble to this Agreement, for the design, development, construction, establishment, maintenance and operation of the space segment of the global commercial communications satellite system, to include

- (i) an experimental and operational phase in which it is proposed to use one or more satellites to be placed in synchronous orbit in 1965;
  - (ii) succeeding phases employing satellites of types to be determined, with the objective of achieving basic global coverage in the latter part of 1967; and
  - (iii) such improvements and extensions thereof as the Committee established by Article IV of this Agreement may decide subject to the provisions of Article VI of this Agreement.
- (b) In this Agreement,
- (i) the term "space segment" comprises the communications satellites and the tracking, control, command and related facilities and equipment required to support the operation of the communications satellites;
  - (ii) the terms "design" and "development" include research.

## ARTICLE II

(a) Each Party either shall sign or shall designate a communications entity, public or private, to sign the Special Agreement which is to be concluded further to this Agreement and which is to be opened for signature at the same time as

this Agreement. Relations between any such designated entity and the Party which has designated it shall be governed by the applicable domestic law.

(b) The Parties to this Agreement contemplate that administrations and communications carriers will, subject to the requirements of their applicable domestic law, negotiate and enter directly into such traffic agreements as may be appropriate with respect to their use of channels of communication provided by the system to be established under this Agreement, services to be furnished to the public, facilities, divisions of revenues and related business arrangements.

### ARTICLE III

The space segment shall be owned in undivided shares by the signatories to the Special Agreement in proportion to their respective contributions to the costs of the design, development, construction and establishment of the space segment.

### ARTICLE IV

(a) An Interim Communications Satellite Committee, hereinafter referred to as "the Committee", is hereby established to give effect to the co-operation provided for by Article I of this Agreement. The Committee shall have responsibility for the design, development, construction, establishment, maintenance and operation of the space segment of the system and, in particular, shall exercise the functions and have the powers set forth in this Agreement and in the Special Agreement.

(b) The Committee shall be composed as follows: one representative from each of the signatories to the Special Agreement whose quota is not less than 1.5%, and one representative

from any two or more signatories to the Special Agreement whose combined quotas total not less than 1.5% and which have agreed to be so represented.

(c) In the performance of its financial functions under this Agreement and under the Special Agreement the Committee shall be assisted by an advisory sub-committee on finance. This sub-committee shall be established by the Committee as soon as the Committee becomes operative.

(d) The Committee may establish such other advisory sub-committees as it thinks fit.

(e) No signatory or group of signatories to the Special Agreement shall be deprived of representation on the Committee because of any reduction pursuant to Article XII (c) of this Agreement.

(f) In this Agreement, the term "quota", in relation to a signatory to the Special Agreement, means the percentage set forth opposite its name in the Annex to the Special Agreement as modified pursuant to this Agreement and the Special Agreement.

#### ARTICLE V

(a) Each signatory to the Special Agreement or group of signatories to the Special Agreement represented on the Committee shall have a number of votes equal to its quota, or to their combined quotas, as the case may be.

(b) A quorum for any meeting of the Committee shall consist of representatives having, in total, a number of votes exceeding the vote of the representative with the largest vote by not less than 8.5.

(c) The Committee shall endeavor to act unanimously; however, if it fails to reach agreement it shall take decisions by a

majority of the votes cast, except that, with respect to the following matters, and subject to paragraphs (d) and (e) of this Article, any decision must have the concurrence of representatives whose total votes exceed the vote of the representative with the largest vote by not less than 12.5:

- (i) choice of type or types of space segment to be established;
- (ii) establishment of general standards for approval of earth stations for access to the space segment;
- (iii) approval of budgets by major categories;
- (iv) adjustment of accounts pursuant to Article 4 (c) of the Special Agreement;
- (v) establishment of the rate of charge per unit of satellite utilization pursuant to Article 9 (a) of the Special Agreement;
- (vi) decisions on additional contributions pursuant to Article VI (b) of this Agreement;
- (vii) approval of the placing of contracts pursuant to Article 10 (c) of the Special Agreement;
- (viii) approval of matters relating to satellite launchings pursuant to Article 10 (d) of the Special Agreement;
- (ix) approval of quotas pursuant to Article XII (a) (ii) of this Agreement;
- (x) determination of financial conditions of accession pursuant to Article XII (b) of this Agreement;
- (xi) decisions relating to withdrawal pursuant to Article XI (a) and (b) of this Agreement and Article 4 (d) of the Special Agreement;
- (xii) recommendation of amendments pursuant to Article 15 of the Special Agreement;

(xiii) adoption of the rules of procedure of the Committee and the advisory sub-committees;

(xiv) approval of appropriate compensation to the Corporation for its performance of services as manager pursuant to Articles 5 (c) and 9 (b) of the Special Agreement.

(d) If the Committee, upon the expiration of sixty days following the date when such matter has been proposed for decision, shall not have taken a decision pursuant to paragraph (c) (i) of this Article on the type of space segment to be established to achieve the objective stated in paragraph (a) (ii) of Article I of this Agreement, a decision on such matter may thereafter be taken by the concurring votes of representatives whose total votes exceed the vote of the representative with the largest vote by not less than 8.5.

(e) If the Committee, upon the expiration of sixty days following the date when such matter has been proposed for decision, shall not have approved

(i) any particular budget category, pursuant to paragraph (c) (iii) of this Article,

(ii) the placing of any particular contract, pursuant to paragraph (c) (vii) of this Article, or

(iii) any particular matter relating to satellite launchings, pursuant to paragraph (c) (viii) of this Article, relating to achievement of the objectives stated in paragraphs (a) (i) and (a) (ii) of Article I of this Agreement, a decision on such matter may thereafter be taken by the concurring votes

of representatives whose total votes exceed the vote of the representative with the largest vote by not less than 8.5.

#### ARTICLE VI

(a) The contributions of the signatories to the Special Agreement towards the costs of the design, development, construction and establishment of the space segment during the interim arrangements shall be based upon an estimate of U.S. \$200,000,000 for such costs. Each signatory to the Special Agreement shall pay its quota of such costs in accordance with the provisions of the Special Agreement.

(b) The Committee shall determine whether contributions are required during the interim arrangements in excess of the U.S. \$200,000,000 estimate and, if so, in what amounts. If the additional contributions required during the interim arrangements were to result in total contributions exceeding U.S. \$300,000,000, a special conference of the signatories to the Special Agreement shall be convened to consider the matter and recommend appropriate action before decisions are taken by the Committee. The conference shall determine its own procedure.

(c) Each signatory to the Special Agreement may assume the obligation to pay all or part of its quota of any such additional contributions, but no signatory to the Special Agreement shall be required to do so. To the extent that such obligation is not assumed by any signatory to the Special Agreement, it may be assumed by the remaining signatories to the Special Agreement in the proportion that their respective quotas bear to each

other or as they may otherwise agree. However, if a signatory to the Special Agreement, which is a member of a group of signatories formed in order to appoint jointly a representative on the Committee pursuant to Article IV (b) of this Agreement, does not assume the obligation to pay such additional contributions, the remaining signatories of that group may assume that obligation in whole or in part to the extent that these remaining signatories may agree. The quotas of the signatories to the Special Agreement shall be adjusted accordingly.

#### ARTICLE VII

In order to ensure the most effective utilization of the space segment in accordance with the principles set forth in the Preamble to this Agreement, no earth station shall be permitted to utilize the space segment unless it has been approved by the Committee pursuant to Article 7 of the Special Agreement.

#### ARTICLE VIII

The Communications Satellite Corporation, incorporated under the laws of the District of Columbia, herein referred to as "the Corporation", shall, pursuant to general policies of the Committee and in accordance with specific determinations which may be made by the Committee, act as the manager in the design, development, construction, establishment, operation and maintenance of the space segment.

#### ARTICLE IX

(a) Having regard to the program outlined in Article I of this Agreement, within one year after the initial global system becomes operational and in any case not later than 1st January 1969, the Committee shall render a report to each Party to this

Agreement containing the Committee's recommendations concerning the definitive arrangements for an international global system which shall supersede the interim arrangements established by this Agreement. This report, which shall be fully representative of all shades of opinion, shall consider, among other things, whether the interim arrangements should be continued on a permanent basis or whether a permanent international organization with a General Conference and an international administrative and technical staff should be established.

- (b) Regardless of the form of the definitive arrangements,
  - (i) their aims shall be consonant with the principles set forth in the Preamble to this Agreement;
  - (ii) they shall, like this Agreement, be open to all States members of the International Telecommunication Union or their designated entities;
  - (iii) they shall safeguard the investment made by signatories to the Special Agreement; and
  - (iv) they shall be such that all parties to the definitive arrangements may have an opportunity of contributing to the determination of general policy.
- (c) The report of the Committee shall be considered at an international conference, at which duly designated communications entities may also participate, to be convened by the Government of the United States of America for that purpose within three months following submission of the report. The Parties to this Agreement shall seek to ensure that the definitive arrangements will be established at the earliest practicable date, with a view to their entry into force by 1st January 1970.

#### ARTICLE X

In considering contracts and in exercising their other responsibilities, the Committee and the Corporation as manager shall be guided by the need to design, develop and procure the best equipment and services at the best price for the most efficient conduct and operation of the space segment. When proposals or tenders are determined to be comparable in terms of quality, c.i.f. price and timely performance, the Committee and the Corporation as manager shall also seek to ensure that contracts are so distributed that equipment is designed, developed and procured in the States whose Governments are Parties to this Agreement in approximate proportion to the respective quotas of their corresponding signatories to the Special Agreement; provided that such design, development and procurement are not contrary to the joint interests of the Parties to this Agreement and the signatories to the Special Agreement. The Committee and the Corporation as manager shall also seek to ensure that the foregoing principles are applied with respect to major sub-contracts to the extent that this can be accomplished without impairing the responsibility of the prime contractor for the performance of work under the contract.

#### ARTICLE XI

(a) Any Party may withdraw from this Agreement, and this Agreement shall cease to be in force for that Party three months after that Party shall have notified the Government of the United States of America of its intention to withdraw and the latter shall inform the other Parties accordingly. In the event of such

withdrawal, the corresponding signatory to the Special Agreement shall pay all sums already due under the Special Agreement, together with a sum which shall be agreed between that signatory and the Committee in respect of costs which will result in the future from contracts concluded prior to notification of withdrawal. If agreement has not been reached within three months after notification of withdrawal, the Committee shall make a final determination of the sums which shall be paid by that signatory.

(b) Not less than three months after the rights of a signatory to the Special Agreement have been suspended pursuant to Article 4 (d) of the Special Agreement, and if that signatory has not meanwhile paid all sums due, the Committee, having taken into account any statement by that signatory or the corresponding Party, may decide that the Party in question is deemed to have withdrawn from this Agreement; this Agreement shall thereupon cease to be in force for that Party.

(c) Withdrawal by a Party from this Agreement shall automatically effect withdrawal from the Special Agreement by the corresponding signatory to the Special Agreement, but the obligation to make payments under paragraph (a) of this Article or under Article 4 (d) of the Special Agreement shall not be affected by such withdrawal.

(d) Upon any withdrawal under paragraph (a) or (b) of this Article, the Committee, to the extent required to account for the quota of the withdrawing signatory to the Special Agreement, shall increase the quotas of the remaining signatories to the Special Agreement in proportion to their respective quotas or as they may otherwise agree. However, if the signatory to the Special Agreement corresponding to the withdrawing Party was

at the time of withdrawal a member of a group of signatories formed in order to appoint jointly a representative on the Committee pursuant to Article IV (b) of this Agreement, the quota of the signatory in question shall be distributed by increasing the quotas of the remaining signatories of that group to the extent that those remaining signatories may agree.

(e) Withdrawal by any Party may also take place if, at the request of the Party concerned, the Committee approves the transfer of the rights and obligations of that Party and the corresponding signatory to the Special Agreement under this Agreement and the Special Agreement to another Party and its corresponding signatory to the Special Agreement. Such transferee or transferees need not have been Parties to the Agreement or signatories to the Special Agreement prior to the time of such transfer.

#### ARTICLE XII

(a) This Agreement shall be open at Washington for six months from 20th August 1964 for signature:

- (i) by the Government of any State which is listed by name in the Annex to the Special Agreement when it is first opened for signature, and
- (ii) by the Government of any other State which is a member of the International Telecommunication Union, subject to approval by the Committee of the quota of that Government or its designated communications entity, public or private. On such approval and entry into force or provisional application, the name of that State and the name of its corresponding signatory

to the Special Agreement, and its quota are deemed to be inserted in the Annex to the Special Agreement.

(b) The Government of any State which is a member of the International Telecommunication Union may accede to this Agreement after it is closed for signature upon such financial conditions as the Committee shall determine. On such accession, the name of that State and the name of its corresponding signatory to the Special Agreement, and its quota are deemed to be inserted in the Annex to the Special Agreement.

(c) The quotas of the signatories to the Special Agreement shall be reduced pro rata as necessary to accommodate additional signatories to the Special Agreement, provided that the combined original quotas of all signatories to the Special Agreement other than the signatories listed in the Annex to the Special Agreement when this Agreement is first opened for signature shall not exceed 17%.

(d) This Agreement shall enter into force on the date upon which it has been signed without reservation as to approval, or has been approved after such reservation, by two or more Governments. Subsequently it shall enter into force in respect of each signatory Government on signature or, if it signs subject to a reservation as to approval, on approval by it.

(e) Any Government which signs this Agreement subject to a reservation as to approval may, so long as this Agreement is open for signature, declare that it applies this Agreement provisionally and shall thereupon be considered a Party to this Agreement. Such provisional application shall terminate

- (i) upon approval of this Agreement by that Government, or
- (ii) upon withdrawal by that Government in accordance with Article XI of this Agreement.

(f) Notwithstanding anything contained in this Article, this Agreement shall not enter into force for any Government nor be applied provisionally by any Government until that Government or its corresponding signatory shall have signed the Special Agreement.

(g) If at the expiration of a period of nine months from the date when it is first opened for signature this Agreement has not entered into force for or has not been provisionally applied by the Government of a State which has signed it in accordance with paragraph (a) (i) of this Article, the signature shall be considered of no effect and the name of that State and of its corresponding signatory to the Special Agreement, and its quota shall be deemed to be deleted from the Annex to the Special Agreement; the quotas of the signatories to the Special Agreement shall accordingly be increased pro rata. If this Agreement has not entered into force for or has not been provisionally applied by the Government of a State which has signed it in accordance with paragraph (a) (ii) of this Article within a period of nine months from the date when it is first opened for signature, the signature shall be considered of no effect.

(h) The corresponding signatory to the Special Agreement of any Government which has signed this Agreement subject to a reservation as to approval, and which has not provisionally applied it, may appoint an observer to the Committee in the same manner as that signatory could have been represented in accordance with Article IV (b) of this Agreement if that Government had approved this Agreement. Any such observer, who shall have the right to speak but not to vote, may attend

the Committee only during a period of nine months from the date when this Agreement is first opened for signature.

(i) No reservation may be made to this Agreement except as provided in this Article.

#### ARTICLE XIII

(a) Notifications of approval or of provisional application and instruments of accession shall be deposited with the Government of the United States of America.

(b) The Government of the United States of America shall notify all signatory and acceding States of signatures, reservations of approval, deposits of notifications of approval or of provisional application, deposits of instruments of accession and notifications of withdrawals from this Agreement.

#### ARTICLE XIV

Upon entry into force of this Agreement, the Government of the United States of America shall register it with the Secretary-General of the United Nations in accordance with Article 102 of the Charter of the United Nations.

#### ARTICLE XV

This Agreement shall remain in effect until the entry into force of the definitive arrangements referred to in Article IX of this Agreement.

ACCORD ETABLISSENT UN REGIME PROVISOIRE APPLICABLE A  
UN SYSTEME COMMERCIAL MONDIAL DE TELECOMMUNICATIONS  
PAR SATELLITES

Les Gouvernements signataires du présent Accord,  
Rappelant le principe énoncé dans la Résolution n° 1721  
(XVI) de l'Assemblée Générale des Nations Unies d'après lequel  
il importe de mettre dès que possible à la disposition de toutes  
les nations sans discrimination des moyens de télécommunications  
par satellites sur une base mondiale,

Souhaitant créer un système commercial mondial unique de télécommunications par satellites, pour servir à l'amélioration du réseau universel de télécommunications, étendre les services de télécommunications à toutes les régions du monde et contribuer ainsi à l'entente et à la paix mondiales;

Décidés à cet effet à assurer, pour le bien de toutes les nations et grâce aux meilleures techniques, le service le plus efficace et le plus économique possible, compatible avec une utilisation rationnelle et équitable des gammes de fréquences radioélectriques;

Estimant que les télécommunications par satellites doivent être organisées de telle façon que tous les Etats puissent avoir accès au système mondial et, que ceux qui le souhaitent puissent y investir des capitaux et participer ainsi à la conception, à la mise au point, à la construction (y compris la fourniture de matériel), à la mise en place, à l'entretien, à l'exploitation et à la propriété du système;

Estimant qu'il est souhaitable d'établir un régime provisoire prévoyant la création d'un système commercial mondial unique de télécommunications par satellites dans les plus brefs délais possibles, en attendant l'élaboration du régime définitif relatif à l'organisation d'un système de ce genre;

Sont convenus de ce qui suit:

## ARTICLE I

(a) Les Parties au présent Accord coopèrent, conformément aux principes énoncés au Préambule du présent Accord, en vue de pourvoir à la conception, à la mise au point, à la construction, à la mise en place, à l'entretien et à l'exploitation du secteur spatial du système commercial mondial de télécommunications par satellites selon le programme suivant:

- (1) une phase expérimentale et d'exploitation au cours de laquelle est prévue l'utilisation d'un ou plusieurs satellites qui doivent être placés sur orbite synchrone en 1965;
  - (ii) des phases successives au cours desquelles seront utilisés des satellites dont le type reste à préciser, en vue d'assurer les éléments de base d'un service mondial au cours de la deuxième moitié de 1967;
  - (iii) telles améliorations et extensions du système que le Comité créé par l'Article IV du présent Accord décidera sous réserve des dispositions de l'Article VI du présent Accord.
- (b) Au sens du présent Accord,
- (1) le terme "secteur spatial" désigne des satellites de télécommunications ainsi que l'équipement et les installations de repérage, de contrôle, de commande et autres, nécessaires au fonctionnement des satellites de télécommunications;
  - (ii) les termes "conception" et "mise au point" visent également la recherche.

## ARTICLE II

(a) Chaque Partie signe l'Accord Spécial qui est ouvert à la signature en même temps que le présent Accord ou désigne l'organisme de télécommunications public ou privé habilité à le signer. Les rapports entre l'organisme de télécommunications ainsi désigné et la Partie qui l'a désigné sont régis par la législation intérieure du pays intéressé.

(b) Les Parties au présent Accord prévoient que, sous réserve des dispositions de leur législation interne, les administrations et les compagnies de télécommunications négocieront et concluront directement les accords de trafic appropriés concernant l'utilisation qu'ils feront des circuits de télécommunications prévus par le système à établir selon les dispositions du présent Accord ainsi que les services destinés au public, les installations, la répartition de bénéfices et les dispositions commerciales qui s'y rapportent.

## ARTICLE III

Le secteur spatial est la propriété indivise des signataires de l'Accord Spécial proportionnellement à leur contribution respective aux dépenses de conception, de mise au point, de construction et de mise en place de ce secteur spatial.

## ARTICLE IV

(a) Un Comité intérimaire des télécommunications par satellites, ci-après dénommé "le Comité", est créé par le présent Accord pour mettre en oeuvre la coopération prévue à l'Article I. Il est chargé de la conception, de la mise au

point, de la construction, de la mise en place, de l'entretien et de l'exploitation du secteur spatial du système; en particulier, il exerce les fonctions et est investi des pouvoirs énoncés dans le présent Accord ainsi que dans l'Accord Spécial.

(b) Le Comité est constitué de la manière suivante: un représentant pour chaque signataire de l'Accord Spécial dont la quote-part n'est pas inférieure à 1,5% et un représentant pour deux ou plusieurs signataires de l'Accord Spécial dont la somme des quotes-parts n'est pas inférieure à 1,5% et qui sont convenus d'être ainsi représentés.

(c) Dans l'exercice des attributions de caractère financier qui lui sont dévolues par le présent Accord et par l'Accord Spécial, le Comité est assisté d'un sous-comité financier consultatif; celui-ci sera créé par le Comité dès l'entrée en fonctions de ce dernier.

(d) Le Comité a la faculté de créer tous autres sous-comités consultatifs qu'il jugera utiles.

(e) Aucun signataire ou groupe de signataires de l'Accord Spécial ne pourra être privé de sa représentation au Comité en raison des réductions effectuées conformément à l'Article XII (c) du présent Accord.

(f) Au sens du présent Accord le mot "quote-part" lorsqu'il s'agit d'un signataire de l'Accord Spécial signifie le pourcentage mentionné à l'Annexe à l'Accord Spécial en regard de son nom ou tel qu'il a été modifié conformément au présent Accord et à l'Accord Spécial.

## ARTICLE V

(a) Chaque signataire ou groupe de signataires de l'Accord Spécial représenté au Comité dispose d'un nombre de voix égal au chiffre de sa quote-part ou de la somme de leurs quotes-parts selon le cas.

(b) Le quorum nécessaire pour chaque réunion du Comité est constitué de représentants disposant au total d'un nombre de voix supérieur d'au moins 8,5 voix au nombre de voix dont dispose le représentant qui a le droit de vote le plus élevé.

(c) Le Comité s'efforce d'agir à l'unanimité; toutefois, s'il ne le peut il prend ses décisions à la majorité des voix exprimées, sauf que pour les questions suivantes, et sous réserve des paragraphes (d) et (e) du présent Article, toute décision est prise par le vote de représentants dont le nombre total de voix est supérieur d'au moins 12,5 voix à celui dont dispose le représentant qui a le nombre de voix le plus élevé:

- (i) choix du ou des types de secteur spatial à établir;
- (ii) définition des normes générales pour l'approbation des stations terriennes devant avoir accès au secteur spatial;
- (iii) approbation des budgets par catégories principales;
- (iv) révision des comptes conformément à l'Article 4 (c) de l'Accord Spécial;
- (v) établissement du taux unitaire de la redevance d'utilisation du système de satellites conformément à l'Article 9 (a) de l'Accord Spécial;
- (vi) décisions relatives aux contributions supplémentaires conformément à l'Article VI (b) du présent Accord;

- (vii) approbation du placement des contrats conformément à l'Article 10 (c) de l'Accord Spécial;
  - (viii) approbation des questions relatives au lancement des satellites conformément à l'Article 10 (d) de l'Accord Spécial;
  - (ix) approbation des quotes-parts conformément à l'Article XII (a) (ii) du présent Accord;
  - (x) établissement des conditions financières d'adhésion conformément à l'Article XII (b) du présent Accord;
  - (xi) décisions relatives à la dénonciation conformément à l'Article XI (a) et (b) du présent Accord et à l'Article 4 (d) de l'Accord Spécial;
  - (xii) proposition d'amendements conformément à l'Article 15 de l'Accord Spécial;
  - (xiii) adoption du règlement intérieur du Comité et des sous-comités consultatifs;
  - (xiv) approbation d'une rémunération appropriée à payer à la Société pour l'exécution des services en tant que gérant, conformément aux Articles 5 (c) et 9 (b) de l'Accord Spécial.
- (d) Si le Comité, à qui a été proposée, en vue d'une décision, une question au sujet du type de secteur spatial à créer afin de réaliser l'objectif prévu au paragraphe (a) (ii) de l'Article I du présent Accord, n'a pas pris celle-ci à l'expiration du soixantième jour suivant la date à laquelle cette question a été posée, une décision sur cette question

peut être prise après ce délai par votes favorables de représentants dont le nombre total de voix est supérieur de 8,5 voix à celui dont dispose le représentant qui a le droit de vote le plus élevé.

(e) Si le Comité, à l'expiration du soixantième jour suivant la date à laquelle lui a été proposée pour décision une des questions suivantes en rapport avec l'achèvement des objectifs prévus dans les paragraphes (a) (i) et (a) (ii) de l'Article I du présent Accord et ne l'a pas approuvée:

- (i) toute catégorie particulière de budget conformément au paragraphe (c) (iii) du présent Article;
- (ii) le placement de tout contrat particulier conformément au paragraphe (c) (vii) du présent Article ou
- (iii) toute question particulière relative aux lancements de satellites conformément au paragraphe (c) (viii) du présent Article,

une décision sur cette question peut être prise après ce délai par votes favorables de représentants dont le nombre total de voix est supérieur de 8,5 voix à celui dont dispose le représentant qui a le droit de vote le plus élevé.

## ARTICLE VI

(a) Les contributions des signataires de l'Accord Spécial aux dépenses de conception, de mise au point, de construction et de mise en place du secteur spatial pendant la durée du régime provisoire sont établies sur la base d'un montant total évalué à deux cents millions de dollars des Etats-Unis. Les signataires de l'Accord Spécial versent leurs quotes-parts de ces dépenses conformément aux dispositions de l'Accord Spécial.

(b) Le Comité décide s'il convient, pendant la durée du régime provisoire, d'appeler des contributions complémentaires au-delà du montant de deux cents millions de dollars des Etats-Unis; il détermine le montant de ces contributions. Si l'appel de contributions complémentaires pendant la durée du régime provisoire tend à établir le montant total des contributions à plus de trois cents millions de dollars des Etats-Unis, une conférence spéciale des signataires de l'Accord Spécial sera réunie à l'effet d'examiner la situation et de recommander les mesures qu'elle jugera appropriées avant toute décision du Comité. La conférence arrêtera son règlement intérieur.

(c) Chaque signataire de l'Accord Spécial a la faculté d'assumer l'obligation de verser la totalité ou une partie de sa quote-part des contributions complémentaires; aucun signataire de l'Accord Spécial n'est tenu d'assumer cette obligation. Dans la mesure où l'un quelconque de ces signataires n'assume pas cette obligation, celle-ci peut être assumée par les autres signataires dans la proportion de

leurs quotes-parts respectives ou d'une autre manière dont ils pourraient convenir. Toutefois, si un signataire de l'Accord Spécial, qui fait partie d'un groupe de signataires formé pour nommer conjointement un représentant au Comité suivant les dispositions de l'Article IV (b) du présent Accord n'assume pas l'obligation de verser de telles contributions supplémentaires, les autres signataires de ce groupe peuvent assumer cette obligation, en tout ou en partie, dans la proportion dont ils auront convenu. Les quotes-parts des signataires de l'Accord Spécial sont ajustées en conséquence.

#### ARTICLE VII

Conformément aux principes énoncés au Préambule du présent Accord et pour assurer l'utilisation la plus efficace possible du secteur spatial, aucune station terrienne ne peut être autorisée à utiliser celui-ci sans l'approbation du Comité, donnée suivant les dispositions de l'Article 7 de l'Accord Spécial.

#### ARTICLE VIII

En ce qui concerne sa conception, sa mise au point, sa construction, sa mise en place, son exploitation et son entretien le secteur spatial est géré, conformément aux directives générales et éventuellement aux instructions particulières du Comité, par la "Communication Satellite Corporation", appelée la Société dans le texte du présent Accord, et constituée conformément à la législation du District de Columbia.

## ARTICLE IX

(a) Tenant compte du programme établi à l'Article I du présent Accord, le Comité soumettra aux diverses Parties au présent Accord, dans l'année qui suivra la mise en exploitation du système mondial initial et, au plus tard le 1er janvier 1969, un rapport présentant ses recommandations sur les dispositions définitives concernant le système international mondial destiné à remplacer le régime provisoire établi par le présent Accord. Ce rapport, qui devra refléter pleinement toutes les nuances d'opinion, étudiera en particulier si le régime provisoire devra devenir définitif, ou si une organisation internationale permanente, constituée notamment d'une Conférence Générale et de services administratifs et techniques internationaux, devra être créée.

(b) Quelle que soit la forme du régime définitif,

- (i) les buts de celui-ci devront être conformes aux principes énoncés au Préambule du présent Accord,
  - (ii) comme au présent Accord tous les Etats membres de l'Union Internationale des Télécommunications ou leurs organismes désignés à cet effet pourront y adhérer,
  - (iii) les investissements faits par les signataires de l'Accord Spécial seront sauvagardés,
  - (iv) toutes les Parties au régime définitif auront la possibilité de contribuer à la définition de la politique générale.
- (c) Le rapport du Comité sera examiné au cours d'une conférence internationale à laquelle peuvent participer

également les organismes de télécommunications dûment désignés et qui sera réunie à cet effet par le Gouvernement des Etats-Unis d'Amérique dans les trois mois suivant le dépôt du rapport. Les Parties au présent Accord s'efforceront d'obtenir que le régime définitif soit créé à la date la plus proche possible afin qu'il puisse entrer en vigueur au plus tard le 1er janvier 1970.

#### ARTICLE X

Dans l'examen des contrats et dans l'exercice de leurs autres responsabilités, le Comité et la Société en tant que gérant tiennent compte de la nécessité de concevoir, mettre au point et acquérir le matériel et obtenir les services les plus appropriés et au meilleur prix pour le fonctionnement et l'exploitation les plus efficaces du secteur spatial. Lorsque les réponses aux demandes de propositions ou aux appels d'offre sont jugées comparables quant à la qualité, au prix c.i.f. et aux délais, le Comité et la Société en tant que gérant veillent également à ce que les contrats soient répartis autant que possible de telle façon que le matériel soit conçu, mis au point et acquis dans les pays qui sont Parties au présent Accord en proportion approximative des quotes-parts respectives des signataires correspondants de l'Accord Spécial; à condition que dans la conception, la mise au point et la fourniture de ce matériel, les intérêts communs des Parties au présent Accord et des signataires de l'Accord Spécial ne soient pas desservis. Dans la mesure où cela peut être accompli sans diminuer la responsabilité

assumée par l'entrepreneur principal concernant l'exécution des travaux aux termes du contrat, le Comité et la Société en tant que gérant veillent également à ce que les principes énoncés ci-dessus soient mis en pratique en ce qui concerne les principaux sous-traitants.

#### ARTICLE XI

(a) Le présent Accord peut être dénoncé par toute Partie; il cesse d'être en vigueur, en ce qui la concerne, trois mois après que celle-ci a notifié sa dénonciation au Gouvernement des Etats-Unis d'Amérique, lequel en avise les autres Parties. Dans ce cas, le signataire correspondant de l'Accord Spécial paie la totalité des sommes déjà dues aux termes de l'Accord Spécial, auxquelles s'ajoute une somme convenue entre ce signataire et le Comité pour couvrir les dépenses résultant ultérieurement de contrats passés avant la notification de la dénonciation. Si un Accord n'a pas été conclu dans les trois mois qui suivront la notification de la dénonciation, le Comité déterminera de façon définitive les montants qui seront payés par ce signataire.

(b) Trois mois au moins après la date où l'exercice des droits d'un signataire de l'Accord Spécial est déclaré suspendu conformément au paragraphe (d) de l'Article 4 de l'Accord Spécial et si ce signataire n'a pas payé entre-temps toutes les sommes dues, le Comité, tenant compte des déclarations de la Partie ou du signataire correspondant de l'Accord Spécial, peut décider que cette Partie doit être considérée comme ayant dénoncé le présent Accord, lequel cessera, en conséquence, de lui être applicable.

(c) La dénonciation du présent Accord par une Partie vaut dénonciation de l'Accord Spécial par le signataire correspondant, mais l'obligation d'effectuer des paiements aux termes du paragraphe (a) du présent Article ou aux termes du paragraphe (d) de l'Article 4 de l'Accord Spécial n'est pas affectée par cette dénonciation.

(d) En cas de dénonciation effectuée aux termes des alinéas (a) ou (b) ci-dessus, le Comité procédera, dans la limite de la quote-part du signataire correspondant de l'Accord Spécial, à l'augmentation des quotes-parts des autres signataires de l'Accord Spécial en proportion de leurs quotes-parts respectives ou selon une autre méthode dont ces signataires conviendront. Toutefois, si un signataire de l'Accord Spécial correspondant à la Partie qui dénonce est, à ce moment, membre d'un groupe de signataires formé pour nommer conjointement un représentant au Comité, suivant les dispositions de l'Article IV (b) du présent Accord, la quote-part de ce signataire sera répartie entre les autres signataires du groupe, dans la proportion dont ils auront convenu.

(e) La dénonciation par toute Partie peut également intervenir dans le cas où, à la demande de la Partie intéressée, le Comité approuve le transfert à une autre Partie et à son signataire de l'Accord Spécial, des droits et obligations accordés à la Partie demandante et à son signataire correspondant de l'Accord Spécial par les dispositions du présent Accord et de l'Accord Spécial. Il ne sera pas nécessaire que ces derniers aient été Parties à l'Accord ou signataires de l'Accord Spécial avant la date de ce transfert.

## ARTICLE XII

(a) Pendant une période de six mois à compter du 20 août 1964 le présent Accord est ouvert, à Washington, à la signature:

- (i) du gouvernement de chaque Etat dont le nom figure, à la date ci-dessus, à l'Annexe à l'Accord Spécial, et.
- (ii) du gouvernement de tout autre Etat membre de l'Union Internationale des Télécommunications, sous réserve toutefois de l'approbation par le Comité de la quote-part revenant à ce gouvernement ou à l'organisme de télécommunications public ou privé désigné par lui. Après approbation et entrée en vigueur ou en application provisoire, le nom de l'Etat et celui du signataire correspondant de l'Accord Spécial, ainsi que le chiffre de sa quote-part, sont considérés comme inscrits à l'Annexe de l'Accord Spécial.

(b) Le gouvernement de tout Etat membre de l'Union Internationale des Télécommunications peut adhérer au présent Accord après qu'il aura cessé d'être ouvert à la signature; l'adhésion se fera aux conditions financières que déterminera le Comité. Une fois l'adhésion effectuée, le nom de l'Etat et celui du signataire correspondant de l'Accord Spécial, ainsi que le chiffre de sa quote-part, seront considérés comme inscrits à l'Annexe de l'Accord Spécial.

(c) Pour permettre l'adhésion à l'Accord Spécial de nouveaux signataires, les quotes-parts des autres signataires

de l'Accord Spécial sont réduites en proportion. Toutefois, la somme des quotes-parts attribuées à l'origine à tous les signataires de l'Accord Spécial, autres que ceux qui figuraient à l'Annexe de celui-ci lorsqu'il a été ouvert à la signature, ne devra pas dépasser 17%.

(d) L'Accord prend effet à la date à laquelle il a été signé sans réserve d'approbation ou a été approuvé après une telle réserve par deux ou plusieurs gouvernements. Par la suite, il prend effet à l'égard de chacun des gouvernements signataires, à la date où il l'a signé, ou, s'il signe sous réserve d'approbation, à la date de levée de la réserve.

(e) Tout Gouvernement qui signe le présent Accord sous réserve d'approbation peut, aussi longtemps que celui-ci reste ouvert à la signature, déclarer qu'il l'applique à titre provisoire; il est dès lors considéré comme Partie à l'Accord. Cette application provisoire prend fin:

- (i) par l'approbation du présent Accord par ce Gouvernement, ou bien
- (ii) par la dénonciation qu'il en fait en vertu de l'Article XI du présent Accord.

(f) Nonobstant toute disposition contraire du présent Article, le présent Accord n'entrera en vigueur à l'égard de l'un quelconque des Gouvernements ni ne sera appliqué par lui de façon provisoire avant que ce Gouvernement ou son signataire correspondant n'ait signé l'Accord Spécial.

(g) Si à l'expiration d'une période de neuf mois suivant la date où il est ouvert à la signature, le présent Accord n'est pas entré en vigueur pour le Gouvernement d'un Etat qui

l'a signé conformément au paragraphe (a) (i) du présent Article ou n'a pas été appliqué à titre provisoire par celui-ci, la signature de celui-ci est considérée comme nulle et le nom de l'Etat et celui du signataire correspondant de l'Accord Spécial, ainsi que la quote-part de celui-ci, sont considérés comme rayés de l'Annexe à l'Accord Spécial; les quotes-parts des signataires de l'Accord Spécial seront en conséquence augmentées proportionnellement. Si le présent Accord n'est pas entré en vigueur à l'égard du Gouvernement d'un Etat qui l'a signé conformément à l'alinéa (a) (ii) dans les neuf mois suivant la date à laquelle il est ouvert à la signature ou n'a pas fait l'objet d'une application provisoire de sa part, la signature de ce Gouvernement est considérée comme nulle.

(h) Le signataire de l'Accord Spécial correspondant à un Gouvernement ayant signé cet Accord sous réserve d'approbation et qui ne l'a pas mis en application provisoire peut nommer un observateur au Comité, de la même façon qu'il aurait pu désigner un représentant conformément à l'Article IV (b) du présent Accord s'il avait approuvé celui-ci. Cet observateur aura le droit de prendre la parole, mais non de voter; il peut assister aux réunions du Comité pendant une période de neuf mois au plus après la date où le présent Accord est ouvert à la signature.

(i) Aucune réserve ne peut être apportée au présent Accord sauf celles qui sont prévues au présent Article.

## ARTICLE XIII

(a) Les notifications d'approbation ou d'application provisoire ainsi que les instruments d'adhésion seront déposés auprès du Gouvernement des Etats-Unis d'Amérique.

(b) Le Gouvernement des Etats-Unis d'Amérique avisera tous les signataires et les Etats ayant adhéré à l'Accord des signatures, des réserves d'approbation, du dépôt des notifications d'approbation ou d'application provisoire, du dépôt des instruments d'adhésion et des notifications de dénonciation du présent Accord.

## ARTICLE XIV.

Lors de l'entrée en vigueur du présent Accord, le Gouvernement des Etats-Unis d'Amérique le fera enregistrer auprès du Secrétaire Général des Nations Unies conformément à l'Article 102 de la Charte des Nations Unies.

## ARTICLE XV

Le présent Accord restera applicable jusqu'à l'entrée en vigueur du régime définitif mentionné à l'Article IX du présent Accord.

IN WITNESS WHEREOF the undersigned duly authorized thereto have signed this Agreement.

DONE at Washington this twentieth day of August, 1964, in the English and French languages, both texts being equally authoritative, in a single original, which shall be deposited in the archives of the Government of the United States of America, which shall transmit a certified copy to each signatory or acceding Government and to the Government of each State which is a member of the International Telecommunication Union.

EN FOI DE QUOI les soussignés dûment autorisés ont apposé leur signature au présent Accord.

FAIT à Washington le vingt août 1964, en langues anglaise et française, les deux textes faisant également foi, en un seul original qui sera déposé dans les archives du Gouvernement des Etats-Unis d'Amérique, lequel en transmettra une copie certifiée conforme à chaque signataire ou gouvernement adhérent et au gouvernement de chaque Etat membre de l'Union Internationale des Télécommunications.

FOR THE GOVERNMENT OF AUSTRALIA:  
POUR LE GOUVERNEMENT DE L'AUSTRALIE:



FOR THE GOVERNMENT OF AUSTRIA:  
POUR LE GOUVERNEMENT DE L'AUTRICHE:

FOR THE GOVERNMENT OF BELGIUM:  
POUR LE GOUVERNEMENT DE LA BELGIQUE:

FOR THE GOVERNMENT OF CANADA:  
POUR LE GOUVERNEMENT DU CANADA:

*Jorge P. Schild*

FOR THE GOVERNMENT OF DENMARK:  
POUR LE GOUVERNEMENT DU DANEMARK:

*Elioguemez*  
*Subject to ratification*

FOR THE GOVERNMENT OF FRANCE:  
POUR LE GOUVERNEMENT DE LA FRANCE:

*Bruno A. Lhuillier*  
*200. Région de l'Est à Luxembourg*

FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY:  
POUR LE GOUVERNEMENT DE LA REPUBLIQUE FEDERALE D'ALLEMAGNE:

*Sieg am Dienstag*  
*September 27, 64*

FOR THE GOVERNMENT OF IRELAND:  
POUR LE GOUVERNEMENT DE L'IRLANDE:

FOR THE GOVERNMENT OF ITALY:  
POUR LE GOUVERNEMENT DE L'ITALIE:

*Subject to ratification  
Leopoldo Mancini*

FOR THE GOVERNMENT OF JAPAN:  
POUR LE GOUVERNEMENT DU JAPON:

*Ryuji Takeuchi*

FOR THE GOVERNMENT OF THE NETHERLANDS:  
POUR LE GOUVERNEMENT DES PAYS-BAS:

*S. H. van der  
Kloet*  
*Subject to approval*

FOR THE GOVERNMENT OF NORWAY:  
POUR LE GOUVERNEMENT DE LA NORVEGE:

*Hans Brattgård*

*31<sup>st</sup> August 1964*

FOR THE GOVERNMENT OF PORTUGAL:  
POUR LE GOUVERNEMENT DU PORTUGAL:

FOR THE GOVERNMENT OF SPAIN:  
POUR LE GOUVERNEMENT DE L'ESPAGNE:

*Margalló*

FOR THE GOVERNMENT OF SWEDEN:  
POUR LE GOUVERNEMENT DE LA SUEDE:

FOR THE GOVERNMENT OF SWITZERLAND:  
POUR LE GOUVERNEMENT DE LA SUISSE:

*M. Geber* Sept. 16<sup>th</sup>, 1964  
*subject to ratification*

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF  
GREAT BRITAIN AND NORTHERN IRELAND:  
POUR LE GOUVERNEMENT DU ROYAUME-UNI DE  
GRANDE-BRETAGNE ET D'IRLANDE DU NORD:

*Denis Greenhill*

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:  
POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

*G. Griffith Johnson*

FOR THE GOVERNMENT OF THE VATICAN CITY:  
POUR LE GOUVERNEMENT DE L'ETAT DE LA CITE DU VATICAN:

*Wladimir J. Tolro*

**Note by the Department of State**

Signatories to

Agreement Establishing Interim Arrangements for a  
Global Commercial Communications Satellite System  
Opened for signature at Washington August 20, 1964\*

FOR THE GOVERNMENT OF AUSTRALIA:

ALAN RENOUE

FOR THE GOVERNMENT OF CANADA:

GEORGE P. KIDD

FOR THE GOVERNMENT OF DENMARK:

E. KROG-MEYER  
*subject to ratification*

FOR THE GOVERNMENT OF FRANCE:

BRUNO DE LEUSSE  
*sous réserve de la ratification parlementaire*

FOR THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY:

GEORG VON LILIENFELD *September 21, 64*

FOR THE GOVERNMENT OF ITALY:

SERGIO FENOALTEA  
*subject to ratification*

FOR THE GOVERNMENT OF JAPAN:

RYUJI TAKEUCHI

FOR THE GOVERNMENT OF THE NETHERLANDS:

C. SCHURMANN  
*subject to approval*

FOR THE GOVERNMENT OF NORWAY:

HANS ENGEN *31st August 1964*

FOR THE GOVERNMENT OF SPAIN:

MERRY DEL VAL

FOR THE GOVERNMENT OF SWITZERLAND:

M. GELZER  
*subject to ratification* *Sept. 16th, 1964*

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\*Signed August 20, 1964, unless otherwise indicated.

FOR THE GOVERNMENT OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND:

DENIS GREENHILL

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

G. GRIFFITH JOHNSON

FOR THE GOVERNMENT OF THE VATICAN CITY:

LUCIANO STORERO

SPECIAL AGREEMENT

Whereas certain Governments have become Parties to an Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System; and

Whereas those Governments have undertaken therein to sign or to designate a communications entity to sign this Special Agreement;

The signatories to this Special Agreement hereby agree as follows:

## ARTICLE 1

In this Special Agreement:

- (a) "The Agreement" means the Agreement Establishing Interim Arrangements for a Global Commercial Communications Satellite System opened for signature on August 20, 1964, at Washington;
- (b) "The Committee" means the Interim Communications Satellite Committee established by Article IV of the Agreement;
- (c) "The Corporation" means the Communications Satellite Corporation incorporated under the laws of the District of Columbia pursuant to the Communications Satellite Act of 1962<sup>[1]</sup> of the United States of America;
- (d) "Design" and "development" include research;
- (e) "Quota", in relation to a signatory, means the percentage set forth opposite its name in the Annex to this Special Agreement as modified pursuant to the Agreement and this Special Agreement;
- (f) "Signatory" means a Government or a communications entity which has signed this Special Agreement and in respect of which it is in force;
- (g) "The space segment" means the space segment defined in Article I (b) (i) of the Agreement.

## ARTICLE 2

Each signatory undertakes to fulfill the obligations placed upon it by the Agreement and thereby obtains the rights provided therein.

## ARTICLE 3

Each signatory undertakes to contribute a percentage of the costs of the design, development, construction and establishment of the space segment equal to its quota.

<sup>[1]</sup> 76 Stat. 423; 47 U.S.C. §§ 731-735.

## ARTICLE 4

(a) During a period of nine months from the date when the Agreement is first opened for signature, each signatory shall, within four weeks from the date of entry into force of this Special Agreement for that signatory, make a payment on account to the Corporation, in United States dollars, or in currency freely convertible into United States dollars, of a percentage equal to its quota of the expenditure which the Corporation has incurred for the design, development, construction and establishment of the space segment prior to the date when the Agreement is first opened for signature, and, according to estimates established by the Corporation at that date, is to incur for those purposes within six months after that date, together with its proportionate share of any additional contribution required pursuant to paragraph (b) of this Article, and appropriate interest on all such amounts. Each signatory shall pay the remainder of its contribution pursuant to Article 3 of this Special Agreement in accordance with paragraph (b) of this Article.

(b) The Corporation shall submit to the Committee estimates of the time phasing of payments required pursuant to Article 3 of this Special Agreement. The Committee shall call on the signatories to make their respective proportionate payments in order to enable obligations to be met as they become due. Payments shall be made to the Corporation by each signatory in United States dollars, or in currency freely convertible into United States

dollars, and in such amounts that, accounting on a cumulative basis, the sums paid by the signatories are in proportion to their respective quotas. Where a signatory other than the Corporation incurs obligations pursuant to authorization by the Committee, the Committee shall cause payments to be made to that signatory.

(c) Accounts for expenditure referred to in paragraphs (a) and (b) of this Article shall be subject to review by the Committee and shall be subject to such adjustment as the Committee may decide.

(d) Each signatory shall pay the amount due from it under paragraph (b) of this Article on the date designated by the Committee. Interest at the rate of six per cent per annum shall be added to any amount unpaid after that date. If the signatory has not made a payment within three months of its becoming due, the rights of the signatory under the Agreement and this Special Agreement shall be suspended. If, after such suspension, the Committee decides, pursuant to Article XI (b) of the Agreement, that the defaulting signatory is deemed to have withdrawn from this Special Agreement, the Committee shall then make a binding determination of the sums already due together with a sum to be paid in respect of the costs which will result in the future from contracts concluded while that signatory was a party. Such withdrawal shall not, however, affect the obligation of the signatory concerned to pay sums due under this Special Agreement, whether falling due before it ceased to be a party or payable in accordance with the aforesaid determination of the Committee.

## ARTICLE 5

The following shall be included as part of the costs of the design, development, construction and establishment of the space segment to be shared by the signatories in proportion to their respective quotas:

- (a) The direct and indirect costs for the design, development, construction and establishment of the space segment incurred by the Corporation prior to the date when the Agreement is first opened for signature;
- (b) All direct and indirect costs for the design, development, construction and establishment of the space segment incurred by the Corporation or pursuant to authorization by the Committee by any other signatory on behalf of the signatories to this Special Agreement subsequent to the date when the Agreement is first opened for signature;
- (c) All direct and indirect costs incurred by the Corporation which are allocable to its performance of services as manager in the design, development, construction and establishment of the space segment and appropriate compensation to the Corporation, as may be agreed between the Corporation and the Committee, for such services.

## ARTICLE 6

The following shall not form part of the costs to be shared by the signatories:

- (a) Taxes on the net income of any of the signatories;
- (b) Design and development expenditure on launchers and launching facilities except expenditure incurred for the adaptation of launchers and launching facilities in connection

with the design, development, construction and establishment of the space segment;

(c) The costs of the representatives of the signatories on the Committee and on its advisory sub-committees and the staffs of those representatives except insofar as the Committee may otherwise determine.

#### ARTICLE 7

(a) In considering whether an earth station should be permitted to utilize the space segment, the Committee shall take into account the technical characteristics of the station, the technical limitations on multiple access to satellites due to the existing state of the art, the effect of geographical distribution of earth stations on the efficiency of the services to be provided by the system, the recommended standards of the International Telegraph and Telephone Consultative Committee and the International Radio Consultative Committee of the International Telecommunication Union, and such general standards as the Committee may establish. Failure by the Committee to establish general standards shall not of itself preclude the Committee from considering or acting upon any application for approval of an earth station to utilize the space segment.

(b) Any application for approval of an earth station to utilize the space segment shall be submitted to the Committee by the signatory to this Special Agreement in whose area the earth station is or will be located or, with respect to other areas, by a duly authorized communications entity. Each such application shall be submitted either individually or jointly on behalf of all signatories and duly authorized communications

entities intending to utilize the space segment by means of the earth station which is the subject of the application.

(c) Any application for approval of an earth station located in the territory of a State whose Government is party to the Agreement which is to be owned or operated by an organization or organizations other than the corresponding signatory shall be made by that signatory.

#### ARTICLE 8

(a) Each applicant for approval of an earth station pursuant to Article 7 of this Special Agreement shall be responsible for making equitable and non-discriminatory arrangements for the use of the earth station by all signatories or duly authorized communications entities intended to be served by the earth station individually or jointly with other earth stations.

(b) To the extent feasible the Committee shall allot to the respective signatory or duly authorized communications entity, for use by each earth station which has been approved pursuant to Article 7 of this Special Agreement, an amount of satellite utilization appropriate to satisfy the total communications capability requested on behalf of all signatories and duly authorized communications entities to be served by such earth station.

(c) In making allotments of satellite utilization the Committee shall give due consideration to the quotas of the signatories to be served by each earth station.

## ARTICLE 9

(a) The Committee shall specify the unit of satellite utilization and from time to time shall establish the rate of charge per unit at a level which, as a general rule, shall be sufficient, on the basis of the estimated total use of the space segment, to cover amortization of the capital cost of the space segment, an adequate compensation for use of capital, and the estimated operating, maintenance and administration costs of the space segment.

(b) In establishing the unit rate of charge pursuant to paragraph (a) of this Article, the Committee shall include in the estimated operating, maintenance and administration costs of the space segment the estimated direct and indirect costs of the Corporation which are allocable to its performance of services as manager in the operation and maintenance of the space segment and appropriate compensation to the Corporation, as may be agreed between the Corporation and the Committee, for such services.

(c) The Committee shall arrange for the payment of charges for allotments of satellite utilization to be made quarterly to the Corporation. The charges shall be computed in United States dollars and paid in United States dollars or in currency freely convertible into United States dollars.

(d) The components of the unit rate of charge representing amortization and compensation for the use of capital shall be credited to the signatories in proportion to their respective quotas. In the interests of avoiding unnecessary transfers of funds between signatories, and of keeping to a minimum the funds held by the Corporation on behalf of the signatories, the

Committee shall make suitable arrangements for funds representing these components to be retained by signatories where appropriate or, if collected, to be distributed among the signatories in such a way that the credits established for signatories are discharged.

(e) The other components of the unit rate of charge shall be applied to meet all operating, maintenance, and administration costs, and to establish such reserves as the Committee may determine to be necessary. After providing for such costs and reserves, any balance remaining shall be distributed by the Corporation, in United States dollars, or in currency freely convertible into United States dollars, among the signatories in proportion to their respective quotas; but if insufficient funds remain to meet the operating, maintenance and administration costs, the signatories shall pay to the Corporation, in proportion to their respective quotas, such amounts as may be determined by the Committee to be required to meet the deficiency.

(f) The Committee shall institute appropriate sanctions in cases where payments pursuant to this Article shall have been in default for three months or longer.

#### ARTICLE 10

(a) All contracts placed by the Corporation or by any other signatory pursuant to authorization by the Committee relating to design, development and procurement of equipment for the space segment shall, except as otherwise provided by the Committee, be based on responses to appropriate requests for quotations or invitations to tender from among persons and organizations qualified to perform the work under the proposed contract whose

names are furnished to the Committee by the signatories.

(b) For contracts which exceed U.S. \$125,000 the issue by the Corporation of requests for quotations or invitations to tender shall be in accordance with such conditions as the Committee may determine. The Corporation shall keep the Committee fully informed of decisions taken relating to such contracts.

(c) The Corporation shall consult the Committee before issuing requests for proposals and invitations to tender for contracts for design, development and procurement of equipment for the space segment which are expected to exceed U.S. \$500,000. If, as a result of its evaluation of responses to such requests or invitations, the Corporation desires that a contract be placed which exceeds U.S. \$500,000, it shall submit its evaluation and recommendations to the Committee. The approval of the Committee shall be required before each such contract is placed either by the Corporation as manager or by any other signatory pursuant to authorization by the Committee.

(d) The Committee shall approve the program for the launching of satellites and for associated services, the launch source and the contracting arrangements.

(e) Except as otherwise directed by the Committee, and subject to paragraphs (c) and (d) of this Article, all contractors shall be selected by the Corporation and all contracts shall be in the name of and be executed and administered by the Corporation as manager.

(f) Except as otherwise determined by the Committee, all contracts and sub-contracts placed for design, development and

procurement of equipment for the space segment shall contain appropriate provisions to the effect that all inventions, technical data and information arising directly from any work performed under such contracts (except inventions, technical data and information pertaining to launchers and launchings) shall be disclosed to the Committee and may be used only in the design, development, manufacture and use of equipment and components for the space segment established under the present interim arrangements or under any definitive arrangements which may succeed these interim arrangements, without payment of royalties, by each signatory or any person in the jurisdiction of a signatory or the Government which has designated that signatory.

(g) Except as it may otherwise determine, the Committee shall endeavor to have included in all contracts placed for design and development appropriate provisions which will ensure that inventions, technical data and information owned by the contractor and its sub-contractors which are directly incorporated in work performed under such contracts, may be used on fair and reasonable terms by each signatory or any person in the jurisdiction of a signatory or the Government which has designated that signatory, provided that such use is necessary, and to the extent that it is necessary to use such inventions, technical data and information for the exercise of the right to use under paragraph (f) of this Article.

(h) The provisions of this Article shall not be held to apply to contracts for design, development, construction and establishment of the space segment to which the Corporation is a party on the date when the Agreement is first opened for

signature. Subject to the provisions of Article 4 (c) of this Agreement, all such contracts shall be recognized by the Committee as continuing obligations for budgetary purposes.

#### ARTICLE 11

Each signatory shall keep such books, records, vouchers and accounts of all costs for which it is authorized to be reimbursed under this Special Agreement with respect to the design, development, construction, establishment, maintenance and operation of the space segment as may be appropriate and shall at all reasonable times make them available for inspection by members of the Committee.

#### ARTICLE 12

In addition to functions stated elsewhere in this Special Agreement, the Corporation, as manager pursuant to Article VIII of the Agreement, shall:

- (a) prepare and submit to the Committee the annual programs and budgets;
- (b) recommend to the Committee the type or types of space segment to be established;
- (c) plan, conduct, arrange for and co-operate in studies, design work and development for improvement of the space segment;
- (d) operate and maintain the space segment;
- (e) furnish to the Committee such information as may be required by any representative on the Committee to enable him to discharge his responsibilities as a representative;
- (f) arrange for technicians, selected by the Committee with the concurrence of the Corporation from among persons nominated by signatories, to participate in the assessment

of designs and of specifications for equipment for the space segment;

(g) use its best efforts to arrange for inventions, technical data and information arising directly from any jointly financed work performed under contracts placed before the date on which the Agreement is opened for signature to be disclosed to each signatory and to be made available for use free of charge in the design, development, manufacture and use of equipment and components for the space segment by each signatory or any person in the jurisdiction of the signatory or the Government which has designated that signatory:

#### ARTICLE 13

Neither the Corporation as signatory or manager, nor any other signatory as such, shall be liable to any other signatory for loss or damage sustained by reason of a failure or breakdown of a satellite at or after launching or a failure or breakdown of any other portion of the space segment.

#### ARTICLE 14

Arrangements shall be made whereby all legal disputes arising in connection with this Special Agreement or in connection with the rights and obligations of signatories can, if not otherwise settled, be submitted to the decision of an impartial tribunal, to be established in accordance with such arrangements, which would decide such questions in accordance with general principles of law. To this end, a group of legal experts appointed by the signatories and by the prospective signatories listed in the Annex to this Agreement when it is first opened for signature shall recommend a draft of a Supplementary Agreement

containing such arrangements; the signatories shall, after considering that draft, conclude a Supplementary Agreement for such arrangements within a period of three months from the date when the Agreement is first opened for signature. The Supplementary Agreement shall be binding on all those who subsequently become signatories to this Special Agreement.

#### ARTICLE 15

Any proposed amendment to this Special Agreement shall first be submitted to the Committee. If recommended by the Committee for adoption, it shall enter into force for all signatories when notifications of approval have been deposited with the Government of the United States of America by two-thirds of the signatories, provided that no amendment may impose upon any signatory any additional financial obligation without its consent.

#### ARTICLE 16

This Special Agreement shall enter into force for each signatory on the day of signature, provided that the Agreement shall have entered into force for or shall have been provisionally applied by the Government which is or has designated the signatory in question; it shall continue in force for as long as the Agreement continues in force.

## ACCORD SPECIAL

Attendu que certains Gouvernements sont devenus Parties à un Accord établissant un régime provisoire applicable à un système commercial mondial de télécommunications par satellites;

Attendu également que ces Gouvernements se sont engagés par cet Accord à signer le présent Accord Spécial ou à désigner un organisme de télécommunications habilité à le signer;

Les signataires du présent Accord Spécial sont convenus de ce qui suit:

TIAS 5646

## ARTICLE 1

Au sens du présent Accord Spécial:

(a) "L'Accord" désigne l'Accord concernant le régime provisoire applicable à un système commercial mondial de télécommunications par satellites, ouvert à la signature le 20 août 1964 à Washington.

(b) "Le Comité" désigne le comité provisoire des télécommunications par satellites créé par l'Article IV de l'Accord.

(c) "La Société" désigne la "Communications Satellite Corporation" constituée conformément à la législation du District de Columbia, en application du "Communications Satellite Act" de 1962 des Etats-Unis d'Amérique.

(d) Les termes "conception" et "mise au point" visent également la recherche.

(e) Le mot "quote-part" se rapportant à un signataire correspond au pourcentage indiqué en regard de son nom à l'Annexe au présent Accord Spécial modifié conformément à l'Accord et au présent Accord Spécial.

(f) Le mot "signataire" désigne tout gouvernement ou organisme de télécommunications ayant signé le présent Accord Spécial qui est en vigueur à son égard.

(g) L'expression "secteur spatial" désigne le secteur spatial défini à l'Article I (b) (i) de l'Accord.

## ARTICLE 2

Tout signataire s'engage à s'acquitter des obligations prévues à l'Accord et acquiert ainsi les droits qui en découlent.

## ARTICLE 3

Tout signataire s'engage à contribuer, pour un pourcentage égal à sa quote-part, aux dépenses de conception, de mise au point, de construction et de mise en place du secteur spatial.

## ARTICLE 4

(a) Les signataires versent à la Société, dans les neuf mois suivant l'ouverture de l'Accord à la signature et dans les quatre semaines suivant la date à laquelle l'Accord Spécial entre en vigueur à leur égard, un acompte, en dollars des Etats-Unis ou en devises pouvant être librement converties en dollars des Etats-Unis, proportionnel à leurs quotes-parts, des dépenses que la Société a effectuées pour la conception, la mise au point, la construction et la mise en place du secteur spatial antérieurement à la date d'ouverture de l'Accord à la signature et de celles qu'elle effectuera aux mêmes fins pendant les six mois suivant la date susvisée, selon les prévisions établies par la Société à cette date; les signataires effectuent en même temps le versement de leurs quotes-parts des contributions complémentaires éventuellement appelées en application des dispositions du paragraphe (b) du présent Article; à ces versements s'ajoutent les intérêts normaux sur les sommes exigibles. Les signataires versent le solde de leurs contributions, telles que définies à l'Article 3 du présent Accord Spécial, suivant les modalités prévues au paragraphe (b) du présent Article.

(b) La Société présente au Comité un échéancier prévisionnel des versements ultérieurs que l'application des dispositions de l'Article 3 du présent Accord Spécial rendra

nécessaires et le Comité invite les signataires à effectuer leurs versements proportionnels de façon que les dépenses soient couvertes au fur et à mesure de leurs échéances. Les signataires effectuent leurs versements auprès de la Société en dollars des Etats-Unis ou en devises pouvant être librement converties en dollars des Etats-Unis de telle façon que les versements cumulés soient en permanence proportionnels à leurs quotes-parts. Lorsqu'un signataire autre que la Société expose des dépenses, en vertu d'une autorisation du Comité, le Comité lui en fait obtenir le règlement.

(c) Les comptes relatifs aux dépenses visées aux paragraphes (a) et (b) ci-dessus sont examinés par le Comité et le cas échéant révisés par celui-ci.

(d) Les signataires effectuent à la date fixée par le Comité les paiements leur incomitant en application des dispositions du paragraphe (b) de cet Article. Toute somme restant due après la date fixée est grevée d'un intérêt annuel de six pour cent. Lorsqu'un signataire n'a pas effectué de paiement dans les trois mois qui suivent l'échéance, l'exercice de ses droits aux termes de l'Accord et du présent Accord Spécial est suspendu. Si, à la suite de cette suspension, le Comité, conformément à l'Article XI (b) de l'Accord, décide que le signataire défaillant est considéré comme ayant dénoncé l'Accord Spécial, le Comité arrête sans appel le montant des sommes déjà dues auxquelles s'ajoute une somme à payer pour les dépenses qui résulteraient ultérieurement de contrats conclus lorsque ce signataire était Partie au présent Accord Spécial. Pareille dénonciation n'affecte toutefois pas l'obligation,

pour le signataire en cause, de payer les sommes dues aux termes du présent Accord, que leurs échéances se produisent avant qu'il ait cessé d'être Partie ou qu'elles soient payables conformément à la décision ci-dessus du Comité.

#### ARTICLE 5

Sont comprises dans les dépenses de conception, de mise au point, de construction et de mise en place du secteur spatial, pour être réparties entre les signataires proportionnellement à leur quote-part respective:

- (a) les dépenses directes et indirectes effectuées à ces fins par la Société avant la date à laquelle l'Accord est ouvert à la signature;
- (b) toutes les dépenses directes et indirectes effectuées à ces mêmes fins par la Société ou, en vertu d'une autorisation du Comité, par tout autre signataire, au nom des signataires du présent Accord Spécial, après la date à laquelle l'Accord est ouvert à la signature;
- (c) toutes les dépenses directes et indirectes effectuées à ces mêmes fins par la Société dans sa gestion, ainsi que la juste rémunération des fonctions exercées par la Société dans les conditions convenues entre celle-ci et le Comité.

#### ARTICLE 6

Ne font pas partie des dépenses à répartir entre les signataires:

- (a) les impôts sur le revenu net de l'un quelconque des signataires;
- (b) les dépenses nécessaires à la conception et la mise au point des lanceurs et des installations de lancement, à

l'exception toutefois des dépenses effectuées pour l'adaptation de ces lanceurs et de ces installations de lancement à la conception, la mise au point, la construction et la mise en place du secteur spatial;

(c) les dépenses relatives aux représentants des signataires au Comité et aux sous-comités consultatifs, ainsi qu'au personnel attaché à ces représentants, sauf si le Comité en décide autrement.

#### ARTICLE 7

(a) Lorsqu'il examine s'il faut autoriser une station terrienne à utiliser le secteur spatial, le Comité tient compte des caractéristiques techniques de cette station, des limitations qu'impose l'état actuel de la technologie aux possibilités d'accès multiples aux satellites, des conséquences de la distribution géographique des stations terriennes pour l'efficacité des services qui doivent être rendus par le système.

Il tient compte également des avis du Comité Consultatif International Télégraphique et Téléphonique et du Comité Consultatif International des Radiocommunications de l'Union Internationale des Télécommunications et des normes générales que le Comité peut établir. Même si le Comité n'a pu établir de normes générales, cela ne doit pas l'empêcher d'examiner et de donner suite à une demande d'approbation relative à l'utilisation du secteur spatial par une station terrienne.

(b) Les demandes visant à autoriser une station terrienne à utiliser le secteur spatial sont soumises au Comité par le signataire du présent Accord Spécial dans la région duquel est ou sera située cette station terrienne ou, s'il s'agit

d'autres régions, par un organisme de télécommunications dûment autorisé. Chaque demande de ce genre est présentée soit individuellement, soit au nom de tous les signataires et organismes de télécommunications dûment autorisés qui désirent utiliser le secteur spatial au moyen de la station terrienne faisant l'objet de la demande.

(c) La demande d'approbation d'une station terrienne située sur le territoire d'un Etat dont le Gouvernement est partie à l'Accord mais dont la propriété ou l'exploitation relèvent d'une organisation ou d'organisations autres que le signataire correspondant, est présentée par ce dernier.

#### ARTICLE 8

(a) Chaque organisme présentant une demande d'approbation de station terrienne, conformément à l'Article 7 du présent Accord Spécial, prend des dispositions pour l'utilisation équitable et sans discrimination de la station terrienne par tous les signataires et tous leurs organismes de télécommunications dûment autorisés devant être desservis par cette station, soit seule, soit en liaison avec d'autres stations.

(b) Dans la mesure du possible, le Comité attribue au signataire ou à l'organisme dûment autorisé une part de l'utilisation du système de satellites par chaque station terrienne approuvée conformément à l'Article 7 du présent Accord Spécial, et correspondant au potentiel total de télécommunications requis pour l'ensemble des signataires et des organismes de télécommunications dûment autorisés à être desservis par cette station terrienne.

(c) Dans l'établissement de ces attributions, le Comité tient compte des quotes-parts des signataires qui sont desservis par chaque station terrienne.

#### ARTICLE 9

(a) Le Comité détermine l'unité d'utilisation du système de satellites; il fixe et révise ultérieurement le taux unitaire de redevance à un niveau tel qu'en principe celui-ci soit suffisant, sur la base de l'utilisation totale prévue du secteur spatial, pour couvrir l'amortissement et la rémunération adéquate du capital engagé dans le secteur spatial, et les dépenses prévues d'exploitation, d'entretien et de gestion du secteur spatial.

(b) Pour la fixation du taux unitaire de redevance en application des dispositions du paragraphe (a) ci-dessus, le Comité fera entrer dans l'estimation des dépenses d'exploitation, d'entretien et de gestion du secteur spatial les dépenses supportées de façon directe et indirecte par la Société et correspondant à l'exercice de ses fonctions de gestion dans l'exploitation et l'entretien du secteur spatial, y compris la rémunération appropriée des services rendus par la Société, à fixer en accord entre celle-ci et le Comité.

(c) Le Comité prend toutes dispositions pour que les redevances d'attribution du système de satellites soient réglées trimestriellement à la Société. Les redevances sont calculées et payées en dollars des Etats-Unis, ou en devises pouvant être librement converties en dollars des Etats-Unis.

(d) Les éléments constitutifs du taux unitaire de redevance qui correspondent à l'amortissement et à la

rémunération du capital sont portés au crédit des signataires en proportion de leurs quotes-parts. En vue d'éviter des mouvements de fonds inutiles entre les signataires et de maintenir au niveau le plus faible possible le volume des fonds détenus par la Société pour le compte des signataires, le Comité prend les mesures nécessaires pour que les fonds correspondant aux éléments susmentionnés soient, lorsqu'il y a lieu, conservés par les signataires, ou, si lesdits fonds ont été encaissés, répartis entre ceux-ci de telle façon que tous les montants portés au crédit des signataires soient effectivement réglés à ces derniers.

(e) Les autres éléments constitutifs du taux unitaire de redevance couvriront les dépenses d'exploitation, d'entretien et de gestion, ainsi que les réserves que le Comité jugera utile de constituer. Le solde subsistant après ces affectations sera réparti par la Société, en dollars des Etats-Unis, ou en devises pouvant être librement converties en dollars des Etats-Unis, parmi les signataires et en proportion de leurs quotes-parts. Si les disponibilités ne permettent pas de couvrir les dépenses d'exploitation, d'entretien et de gestion, les signataires verseront à la Société, en proportion de leurs quotes-parts, les sommes que le Comité jugera nécessaires à la couverture du déficit.

(f) Le Comité prendra les mesures appropriées pour sanctionner les retards de trois mois ou plus dans les paiements prévus au présent Article.

#### ARTICLE 10

(a) Tous les contrats attribués par la Société ou par tout autre signataire en vertu d'une autorisation du Comité,

et relatifs à l'étude, à la mise au point et à la fourniture de matériel pour le segment spatial devront, sauf si le Comité en décide autrement, être fondés sur les réponses aux demandes de prix ou aux appels d'offres. Ces demandes de prix ou ces appels d'offres sont adressés à des personnes ou à des organisations choisies parmi celles indiquées au Comité par les signataires et qui sont qualifiés pour exécuter les travaux prévus dans le contrat proposé.

(b) Pour les contrats dont le montant est supérieur à 125.000 dollars des Etats-Unis, l'envoi par la Société de demandes de propositions ou d'appels d'offres devra être fait conformément aux conditions que le Comité pourra déterminer. La Société tiendra le Comité pleinement informé des décisions prises relatives à ces contrats.

(c) La Société consultera le Comité avant tout envoi de demandes de propositions et d'appels d'offres concernant les contrats d'études, de mise au point et de fourniture de matériel pour le secteur spatial dont la valeur est estimée supérieure à 500.000 dollars des Etats-Unis. S'il résulte, du dépouillement des réponses aux demandes de propositionset aux appels d'offres, que la Société desire placer un contrat d'un montant supérieur à 500.000 dollars des Etats-Unis, celle-ci devra soumettre les résultats du dépouillement et ses recommandations au Comité. L'approbation par le Comité devra être donnée avant attribution d'un tel contrat, que celui-ci soit placé par la Société en tant que gérant ou par tout autre signataire en vertu d'une autorisation du Comité.

(d) Le Comité approuvera le programme de lancement de satellites et des services associés, la source de lancement, et les arrangements relatifs aux contrats.

(e) Sauf si le Comité en dispose autrement, et sous réserve des paragraphes (c) et (d) du présent Article, tous les entrepreneurs sont choisis par la Société et tous les contrats sont passés au nom de la Société, exécutés et administrés par elle en tant que gérant.

(f) Sauf si le Comité en dispose autrement, tous les contrats et sous-contrats passés pour les travaux de conception, de mise au point et pour la fourniture de matériel destiné au secteur spatial contiennent des dispositions appropriées prévoyant que tous les renseignements, inventions et données techniques découlant directement de tout travail effectué conformément à ces contrats (à l'exclusion des renseignements, des inventions et des données techniques relatives aux lanceurs et aux lancements) sont communiqués au Comité et peuvent, aux termes des dispositions provisoires actuelles comme à ceux des dispositions définitives, être utilisés seulement pour la conception, la mise au point, la fabrication et l'utilisation de matériel et de composants destinés au secteur spatial établi au titre des présentes dispositions provisoires ou au titre des dispositions définitives qui succèderont aux dispositions provisoires, sans paiement de redevance, par chaque signataire ou par chaque personne relevant d'un signataire ou du Gouvernement qui a désigné ce signataire.

(g) Sauf s'il en décide autrement, le Comité veille à ce que soient inscrites, autant que possible, dans tous les contrats passés pour les travaux de conception et de mise au point, des dispositions propres à assurer que les renseignements, inventions et données techniques appartenant à l'entrepreneur bénéficiaire

des contrats et à ses sous-traitants, et qui découlent directement des travaux effectués aux termes de ces contrats, puissent être utilisés à des conditions justes et raisonnables par tout signataire ou toute personne relevant d'un signataire ou du Gouvernement qui a désigné ce signataire, pourvu que cette utilisation soit nécessaire et ce, dans la mesure requise pour l'exercice du droit prévu au paragraphe (f) ci-dessus.

(h) Les dispositions du présent Article ne sont pas applicables aux contrats pour la conception, la mise au point, la construction et la création du secteur spatial auxquels la Société est partie à la date de l'ouverture de l'accord à la signature. Sous réserve des dispositions de l'Article 4 (c) de cet Accord, de tels contrats seront reconnus pour raisons budgétaires par le Comité comme des obligations continues.

#### ARTICLE 11

Tout signataire tient les registres, archives, pièces justificatives et comptes nécessaires relatifs à toutes les dépenses pour lesquelles il est autorisé à être remboursé en vertu du présent Accord Spécial pour la conception, la mise au point, la construction, la mise en place, l'entretien et l'exploitation du secteur spatial, et les soumet à intervalles raisonnables à l'inspection des membres du Comité.

#### ARTICLE 12

Outre les fonctions déjà précisées au présent Accord Spécial, la Société, en sa qualité d'organe exécutif conformément à l'Article VIII de l'Accord:

(a) prépare et soumet au Comité les programmes et budgets annuels;

- (b) lui recommande le ou les types de secteur spatial à établir;
- (c) prépare, dirige, organise les recherches et travaux de conception et de mise au point pour l'amélioration du secteur spatial, et y participe;
- (d) exploite le secteur spatial et en assure l'entretien;
- (e) fournit au Comité les renseignements demandés par tout représentant au Comité dans le but de s'acquitter de ses responsabilités en tant que tel;
- (f) organise la participation de techniciens, choisis par le Comité avec l'approbation de la Société parmi les personnes désignées par les signataires, à l'examen des projets et à l'établissement des spécifications relatives au matériel destiné au secteur spatial;
- (g) s'efforce d'obtenir que les renseignements, inventions et données techniques découlant directement des travaux financés en commun aux termes des contrats passés avant la date où l'Accord est ouvert à la signature soient communiqués à tout signataire et mises gratuitement à la disposition de celui-ci ou de toute personne relevant d'un signataire ou du gouvernement qui l'a désigné, en vue de la conception, de la mise au point, de la fabrication et de l'utilisation du matériel et des composants du secteur spatial.

#### ARTICLE 13

La Société en tant que signataire ou en tant qu'organe exécutif, non plus qu'aucun autre signataire ne sera responsable envers les autres signataires pour les dommages résultant d'une

défaillance ou d'un arrêt dans le fonctionnement d'un satellite au moment du lancement ou après celui-ci, ou d'une défaillance ou d'un arrêt dans le fonctionnement de toute autre partie du secteur spatial.

#### ARTICLE 14

Des dispositions seront prises en vertu desquelles les différends d'ordre juridique s'élevant à propos du présent Accord Spécial ou à propos des droits et obligations des signataires, pourront, s'ils ne sont pas réglés autrement, être soumis au jugement d'un tribunal impartial à établir conformément à ces mêmes dispositions et qui tranchera ces questions conformément aux principes généraux du droit. A cette fin, un groupe d'experts juridiques, nommés par les signataires et par les signataires prévus et indiqués dans la liste annexée à l'Accord Spécial quand celui-ci a été ouvert à la signature, proposera un projet d'accord supplémentaire contenant les dispositions susvisées. Après examen du projet, les signataires conclueront un Accord additionnel à cette fin dans le délai de trois mois après la date où le présent Accord Spécial est ouvert à la signature. Cet Accord additionnel s'appliquera également de façon obligatoire à tous futurs signataires du présent Accord Spécial.

#### ARTICLE 15

Toute proposition d'amendement au présent Accord Spécial est soumise en premier lieu au Comité. Si ce dernier en recommande l'adoption, elle entre en vigueur à l'égard de tous les signataires lorsque les notifications d'approbation

auront été déposées auprès du Gouvernement des Etats-Unis d'Amérique par deux tiers des signataires; toutefois aucun amendement ne peut imposer à l'un quelconque des signataires, sans son consentement, d'obligations financières supplémentaires.

#### ARTICLE 16

Le présent Accord Spécial entrera en vigueur pour chaque signataire, au jour de sa signature, à condition que l'Accord soit déjà entré en vigueur à l'égard du Gouvernement signataire ou ayant désigné le signataire en question, ou qu'il ait été provisoirement appliqué par lui. Il restera en vigueur aussi longtemps que l'Accord.

IN WITNESS WHEREOF the undersigned duly authorized thereto have signed this Special Agreement.

DONE at Washington this twentieth day of August, 1964, in the English and French languages, both texts being equally authoritative, in a single original, which shall be deposited in the archives of the Government of the United States of America, which shall transmit a certified copy to each signatory or acceding Government and to the Government of each State which is a member of the International Telecommunication Union.

EN FOI DE QUOI les soussignés dûment autorisés ont apposé leur signature au présent Accord Spécial.

FAIT à Washington le vingt août 1964, en langues anglaise et française, les deux textes faisant également foi, en un seul original qui sera déposé dans les archives du Gouvernement des Etats-Unis d'Amérique, lequel en transmettra une copie certifiée conforme à chaque signataire ou gouvernement adhérent et au gouvernement de chaque Etat membre de l'Union Internationale des Télécommunications.

Overseas Telecommunications Commission (Australia):

*AB Shepherd.  
August 24<sup>th</sup> 1964.*

Bundesministerium für Verkehr und Elektrizitätswirtschaft,  
Generaldirektion für die Post- und Telegraphenverwaltung:

Régie des Télégraphes et Téléphones:

Canadian Overseas Telecommunication Corporation:

D. B. Bourne,

S. J. Rogers

Generaldirektoratet for Post og Telegrafvesenet:

E. Kroghsen

Government of the French Republic:  
Gouvernement de la République Française:

Brux. or. lemn-

Deutsche Bundespost:

Dr. Rümmer  
21. Sept. 1964.

An Roinn Poist Agus Telegrafa:

TIAS 5646

Kokusai Denshin Denwa Company Ltd.:

*Katayoshi Ohno*

Government of the Kingdom of the Netherlands:  
Gouvernement du Royaume des Pays-Bas:

*E. Schermer*  

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Telegrafstyret:

*Hans Bruun*      31<sup>st</sup> August 1964

Administração Geral dos Correios, Telégrafos e Telefones:

Government of the State of Spain:  
Gouvernement de l'Etat Espagnol:

*Mengual, J. A.*  

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Kungl. Telestyrelsen:

Direction Générale des PTT:

*M. Pelosy* Sept 16<sup>th</sup> 1964

Her Britannic Majesty's Postmaster General:

*Albert Stansay*

Communications Satellite Corporation:

*Lee Welch*

Government of the Vatican City State:  
Gouvernement de la Cité du Vatican:

*Luciano J. Orsi*

## ANNEX

## LIST OF PROSPECTIVE SIGNATORIES TO THE SPECIAL AGREEMENT

Country	Name of Signatory	Quota
Australia	Overseas Telecommunications Commission (Australia)	2.75
Austria	Bundesministerium für Verkehr und Elektrizitätswirtschaft, Generaldirektion für die Post- und Telegraphenverwaltung	0.2
Belgium	Régie des Télégraphes et Téléphones	1.1
Canada	Canadian Overseas Telecommunication Corporation	3.75
Denmark	Generaldirektoratet for Post og Telegrafvesenet	0.4
France	Government of the French Republic	6.1
Germany	Deutsche Bundespost	6.1
Ireland	An Roinn Poist Agus Telegrafa	0.35
Italy	to be designated.	2.2
Japan	Kokusai Denshin Denwa Company Ltd.	2.0
Netherlands	Government of the Kingdom of the Netherlands	1.0
Norway	Telegrafstyret	0.4
Portugal	Administração Geral dos Correios, Telégrafos e Telefones	0.4
Spain	Government of the State of Spain	1.1
Sweden	Kungl. Telestyrelsen	0.7
Switzerland	Direction Générale des PTT	2.0
United Kingdom of Great Britain and Northern Ireland	Her Britannic Majesty's Postmaster General	8.4
United States of America	Communications Satellite Corporation	61.0
Vatican City	Government of the Vatican City State	0.05

## ANNEXE

## LISTE DES SIGNATAIRES PREVUS DE L'ACCORD SPECIAL

Pays	Nom du signataire	Quote-part
Allemagne	Deutsche Bundespost	6,1
Australie	Overseas Telecommunications Commission (Australia)	2,75
Autriche	Bundesministerium für Verkehr und Elektrizitätswirtschaft, Generaldirektion für die Post- und Telegraphenverwaltung	0,2
Belgique	Régie des Télégraphes et Téléphones	1,1
Canada	Canadian Overseas Telecommunication Corporation	3,75
Danemark	Generaldirektoratet for Post og Telegrafvesenet	0,4
Espagne	Gouvernement de l'Etat Espagnol	1,1
Etats-Unis d'Amérique	Communications Satellite Corporation	61,0
Etat de la Cité du Vatican	Gouvernement de la Cité du Vatican	0,05
France	Gouvernement de la République Française	6,1
Irlande	An Roinn Poist Agus Telegrafa	0,35
Italie	à désigner	2,2
Japon	Kokusai Denshin Denwa Company Ltd.	2,0
Norvège	Telegrafstyret	0,4
Pays-Bas	Gouvernement du Royaume des Pays-Bas	1,0
Portugal	Administração Geral dos Correios, Telégrafos e Telefones	0,4
Royaume-Uni	Her Britannic Majesty's Postmaster General	8,4
Suède	Kungl. Telestyrelsen	0,7
Suisse	Direction Générale des PTT	2,0

***Note by the Department of State***

Signatories to  
the Special Agreement

Opened for signature at Washington August 20, 1964\*

Overseas Telecommunications Commission (Australia)

A. E. SHEPHERD

*August 24th 1964*

Canadian Overseas Telecommunication Corporation

D. F. BOWIE

C. S. GREGORY

Generaldirektoratet for Post og Telegrafvesenet

E. KROG-MEYER

Government of the French Republic

BRUNO DE LEUSSE

Deutsche Bundespost

DR. KIRCHNER

*21 Sept. 1964*

Kokusai Denshin Denwa Company Ltd.

KATSUZO OHNO

Government of the Kingdom of the Netherlands

C. SCHURMANN

Telegrafstyret

HANS ENGEN

*31st August 1964*

Government of the State of Spain

MERRY DEL VAL

Direction Générale des PTT

M. GELZER

*Sept 16th 1964*

Her Britannic Majesty's Postmaster General

ROBERT HARVEY

Communications Satellite Corporation

LEO D. WELCH

Government of the Vatican City State

LUCIANO STORERO

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\*Signed August 20, 1964, unless otherwise indicated.

# MEXICO

## Air Transport Services: Mexico City-Detroit Route

*Agreement complementing the route schedule annexed to the agreement of August 15, 1960, as extended.*

*Effectuated by exchange of notes*

*Dated at México August 14, 1964;*

*Entered into force August 14, 1964.*

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*The American Embassy to the Mexican Secretariat of Foreign Relations*

No. 240

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations of Mexico and has the honor to refer to the recent communications from the Government of Mexico regarding pending Mexican Route I in Paragraph 2 of the Route Schedule annexed to the Air Transport Services Agreement of August 15, 1960 [<sup>1</sup>] between the two Governments as extended by the exchange of notes in Mexico City on August 15, 1963.[<sup>2</sup>]

In discussions between representatives of the two Governments it has been agreed that Route I, Paragraph 2 of the Route Schedule be as follows:

“Mexico City-Detroit”

“It is understood that the identification of Detroit as a terminal point does not preclude the designated Mexican airline from submitting to the United States Civil Aeronautics Board an application for permission to utilize the same aircraft in flights beyond Detroit to a specified city in Canada, in either or both directions, without any traffic rights between Detroit and such Canadian city. It is further understood that, should Montreal be specified in the application as the point in Canada at which such flights will terminate, the United States Government will issue the necessary authorization.”

If the foregoing, which is acceptable to the Government of the United States of America, is also acceptable to the Government of the

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<sup>1</sup> TIAS 4675; 12 UST 76.

<sup>2</sup> Should read “August 14”; TIAS 5513; *ante*, p. 10.

United Mexican States, the Embassy proposes that this note and the note in reply of the Secretariat of Foreign Relations indicating such acceptability constitute an agreement between the two Governments.

The Embassy of the United States of America avails itself of this opportunity to renew to the Secretariat of Foreign Relations the assurances of its highest and most distinguished consideration.

F F

EMBASSY OF THE UNITED STATES OF AMERICA,  
Mexico, D. F., August 14, 1964.

*The Mexican Secretariat of Foreign Relations to the American  
Embassy*

SECRETARIA DE RELACIONES EXTERIORES  
ESTADOS UNIDOS MEXICANOS  
MEXICO

507949

La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de referirse a su nota número 240, de esta fecha, que en su traducción al español dice lo siguiente:

“La Embajada de los Estados Unidos de América presenta sus saludos a la Secretaría de Relaciones Exteriores de México y tiene el honor de referirse a las recientes comunicaciones del Gobierno de México relativas a la ruta mexicana I pendiente en el párrafo 2 del Cuadro de Rutas anexo al Convenio sobre Transportes Aéreos del 15 de agosto de 1960 entre los dos Gobiernos, prorrogado por Canje de Notas fechado en la ciudad de México el 15 de agosto de 1963.

En pláticas entre representantes de los dos Gobiernos se ha convenido que la ruta I párrafo 2 del Cuadro de Rutas sea la siguiente:

“Ciudad de México-Detroit”

“Queda entendido que la mención de Detroit como punto terminal no impide que la línea aérea mexicana someta a la Junta de Aero-náutica Civil de los Estados Unidos una solicitud para que se le permita utilizar el mismo equipo en vuelos más allá de Detroit a una ciudad específica en Canadá, en una o ambas direcciones, sin derechos de tráfico entre Detroit y la ciudad canadiense. Queda entendido, además, que si en la solicitud se especifica Montreal como el punto en Canadá en el cual dichos vuelos terminarán, el Gobierno de los Estados Unidos otorgará la autorización necesaria”.

Si lo anterior, que es aceptable para el Gobierno de los Estados Unidos de América, es también aceptable para el Gobierno de los Estados Unidos Mexicanos, la Embajada propone que esta nota y la

nota de respuesta de la Secretaría de Relaciones Exteriores que así lo indique, constituyan un acuerdo entre los dos Gobiernos".

En respuesta, la Secretaría tiene el agrado de comunicar a la Embajada que el Gobierno de los Estados Unidos Mexicanos acepta la propuesta contenida en la nota de la Embajada y por lo tanto, la nota número 240 de la Embajada y la presente constituyen un Acuerdo entre ambos Gobiernos sobre la materia.

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

México, D. F., a 14 de agosto de 1964.

4

A LA EMBAJADA DE LOS ESTADOS UNIDOS DE AMÉRICA,  
*ciudad.*

*Translation*

SECRETARIAT OF FOREIGN RELATIONS  
UNITED MEXICAN STATES  
MEXICO

507949

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to the Embassy's note No. 240 of this date, which in Spanish translation reads as follows:

[For the English language version of the note, see *ante*, p. 1781.]

In reply, the Department is happy to inform the Embassy that the Government of the United Mexican States accepts the proposal contained in the Embassy's note and that consequently, the Embassy's note No. 240 and this note shall constitute an agreement between the two Governments on the matter.

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

[Initialed]

México, D.F., August 14, 1964

THE EMBASSY OF THE  
UNITED STATES OF AMERICA,  
*City.*

# MEXICO

## Air Transport Services

*Agreement extending the agreement of August 15, 1960, as extended.*

*Effectuated by exchange of notes*

*Signed at México August 14, 1964;*

*Entered into force August 14, 1964.*

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*The American Ambassador to the Mexican Secretary of Foreign Relations*

No. 241

MEXICO., D. F., August 14, 1964.

EXCELLENCY:

I have the honor to refer to the negotiations between representatives of the Government of the United States of America and the Government of the United Mexican States which took place in Washington from June 15 to June 18, 1964 with regard to civil air transport relations between the United States of America and the United Mexican States.

It is my understanding that these negotiations resulted in agreement that the Air Transport Services Agreement of August 15, 1960,[<sup>1</sup>] as extended for one year by exchange of notes in Mexico City on August 15, 1963, [<sup>2</sup>] and as complemented by the exchange of notes of August 14, 1964, [<sup>3</sup>] should be further extended through June 30, 1965.

I have the honor to propose to Your Excellency that upon receipt of a note from Your Excellency indicating the concurrence of your Government the above Agreement shall be considered extended as provided herein.

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

FULTON FREEMAN

His Excellency

JOSÉ GOROSTIZA,

*Secretary of Foreign Relations,*

*Mexico, D. F.*

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<sup>1</sup> TIAS 4675; 12 UST 60.

<sup>2</sup> Should read "August 14, 1963"; TIAS 5513; *Ante*, p. 10.

<sup>3</sup> TIAS 5647; *Ante*, p. 1781.

*The Mexican Secretary of Foreign Relations to the American Ambassador*

SECRETARIA DE RELACIONES EXTERIORES  
ESTADOS UNIDOS MEXICANOS  
MEXICO

507950

MEXICO, D. F., a 14 de agosto de 1964.

SEÑOR EMBAJADOR:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia número 241, de esta fecha, que en su traducción al español dice lo siguiente:

"Tengo a honra referirme a las negociaciones entre los representantes del Gobierno de los Estados Unidos de América y del Gobierno de los Estados Unidos Mexicanos, que tuvieron lugar en Washington del 15 al 18 de junio de 1964, con respecto a las relaciones sobre transportes aéreos civiles entre los Estados Unidos de América y los Estados Unidos Mexicanos.

Tengo entendido que estas negociaciones concluyeron con el acuerdo de que el Convenio sobre Transportes Aéreos del 15 de agosto de 1960, prorrogado por un año por Canje de Notas fechado en la ciudad de México el 15 de agosto de 1963 y completado por Canje de Notas fechado el 14 de agosto de 1964, sea prorrogado hasta el 30 de junio, inclusive, de 1965.

Tengo a honra proponer a Vuestra Excelencia que, al recibir una nota de Vuestra Excelencia indicando el asentimiento de su Gobierno, el Convenio antes mencionado se considere prorrogado tal como aquí se prevé".

En respuesta a la atenta nota de Vuestra Excelencia arriba transcrita, tengo el agrado de comunicarle que el Gobierno de México acepta los términos de la misma y por lo tanto, la nota número 241 de Vuestra Excelencia y la presente constituyen una prórroga del Convenio sobre Transportes Aéreos, hasta el 30 de junio de 1965.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

JOSE GOROSTIZA

Excelentísimo Señor FULTON FREEMAN,  
*Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América,  
Ciudad.*

*Translation*

SECRETARIAT OF FOREIGN RELATIONS  
UNITED MEXICAN STATES  
MEXICO

507950

MEXICO, D.F., August 14, 1964

**MR. AMBASSADOR:**

I have the honor to refer to Your Excellency's note No. 241 of this date, which in Spanish translation reads as follows:

[For the English language text of the note, see *ante*, p. 1784.]

In reply to Your Excellency's note transcribed above, I am happy to inform you that the Government of Mexico accepts its terms and that consequently, Your Excellency's note No. 241 and this note shall constitute an extension of the Air Transport Services Agreement to June 30, 1965.

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

José Gorostiza

His Excellency

FULTON FREEMAN,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

# COSTA RICA

## Alien Amateur Radio Operators

*Agreement effected by exchange of notes  
Signed at San José August 17 and 24, 1964;  
Entered into force August 24, 1964.*

*The Costa Rican Minister of Foreign Relations to the American Ambassador*

MINISTERIO DE RELACIONES EXTERIORES  
REPÚBLICA DE COSTA RICA

SAN JOSÉ, 17 de Agosto de 1964.

SEÑOR EMBAJADOR:

Tengo el honor de referirme a las conversaciones sostenidas entre Representantes del Gobierno de Costa Rica y del Gobierno de los Estados Unidos de América, referentes a la posibilidad de llegar a un acuerdo entre ambos Gobiernos con miras a conceder recíprocamente autorización para permitir a los radio-aficionados de ambos países el operar sus estaciones en el otro país, de acuerdo con las disposiciones del Artículo 41 del Reglamento Internacional de Radio de Ginebra de 1959. Se propone establecer un acuerdo con respecto a este asunto, como sigue:

1. – Una persona debidamente autorizada por su Gobierno para operar una estación de radio-aficionado con licencia expedida por el mismo, tendrá permiso del otro Gobierno, en condiciones recíprocas y sujetas a las disposiciones que se exponen a continuación.
2. – La persona debidamente autorizada por su Gobierno deberá antes de operar su estación como se dispone en el Párrafo 1, obtener una autorización para tal propósito del departamento respectivo del otro Gobierno.
3. – El departamento respectivo de cada Gobierno puede extender una autorización, como se dispone en el Párrafo 2, bajo las condiciones y términos que se dicten, incluyendo el derecho de cancelación en cualquier momento a conveniencia del Gobierno que extiende tal autorización.

Al recibo de su contestación, indicando la anuencia del Gobierno de los Estados Unidos de América, se considerará que tanto esta carta como su respuesta constituyen un acuerdo entre los dos Gobiernos y que tal acuerdo entrará en vigencia la fecha de su contestación, pudiendo ser cancelado por cualquiera de los Gobiernos con seis meses de anticipación, avisando al otro por escrito, de la decisión de terminarlo.

Del señor Embajador muy atentamente,

DANIEL ODUBER

Daniel Oduber

[SEAL]

Ministro de Relaciones Exteriores

Excelentísimo Señor

RAYMOND TELLES

*Embajador de los Estados Unidos  
de América  
Ciudad. -*

*Translation*

MINISTERIO DE RELACIONES EXTERIORES  
REPÚBLICA DE COSTA RICA

SAN JOSÉ, 17 de Agosto de 1964

SIR:

I have the honor to refer to conversations between representatives of the Government of Costa Rica and representatives of the Government of the United States of America relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the international Radio Regulations, Geneva, 1959.<sup>[1]</sup>

It is proposed that an agreement with respect to this matter be concluded as follows:

1. – An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

2. – The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

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<sup>1</sup> TIAS 4893; 12 UST 2633.

3. — The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing Government at any time.

Upon the receipt of a reply note from you indicating the concurrence of the Government of the United States of America, it will be considered that this note and the reply note constitute an agreement between the two Governments, such agreement to be in force as of the date of the reply note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

DANIEL ODUBER

Daniel Oduber

[SEAL]

Minister of Foreign Relations

His Excellency

RAYMOND TELLES

*Ambassador of the United  
States of America,  
San José.*

*The American Ambassador to the Costa Rican Minister of Foreign  
Relations*

No. 59

AUG. 24, 1964

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of August 17, 1964, in which reference is made to conversations between representatives of the Government of the United States of America and representatives of the Government of Costa Rica relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the international Radio Regulations, Geneva, 1959.

Pursuant to section 303 (1) (2) and 310(a) of the Communications Act of 1934 [1] as amended (47 U.S.C. 303 (1) (2), 310(a)), the Government of the United States of America is prepared to conclude an agreement with respect to this matter as follows:

1. An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

<sup>1</sup> 48 Stat. 1082, 1086.

2. The individual who is licensed by his Government as an amateur ratio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing Government at any time.

In accordance with the suggestion made in Your Excellency's note, that note and this reply note indicating the concurrence of the Government of the United States of America are considered as constituting an agreement between the two Governments, such agreement to be in force as of the date of this reply note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

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

RAYMOND TELLES

His Excellency

DANIEL ODUBER QUIRÓS,  
*Minister of Foreign Relations,*  
*San José.*

# AUSTRALIA

## Spectrometric Research

*Agreement effected by exchange of notes  
Dated at Washington August 14 and 17, 1964;  
Entered into force August 17, 1964.*

### *The Department of State to the Australian Embassy*

The Department of State refers the Embassy of Australia to discussions which have taken place between officials of the United States Bureau of Mines and of the Embassy with regard to the request of the Australian Government for the services of a research chemist from the Bureau of Mines for a period of approximately one year for the purpose of spectrometric research.

Subject to the conditions set out herein, the Bureau of Mines (Bureau) will be prepared on request from the Australian Commonwealth Scientific and Industrial Research Organization (C.S.I.R.O.) to assign Mr. Robert A. Friedel, Research Chemist (Physical) for a period of approximately one year, including travel time from Pittsburgh, Pennsylvania, to Sydney, Australia, and return, to observe and exchange ideas and to otherwise cooperate in research and studies with the staff of the C.S.I.R.O. The Bureau will retain Mr. Friedel on its payroll and will pay him at the salary rate that would be in effect and applicable if he continued in his regular post of duty with the Bureau.

The Bureau would wish the C.S.I.R.O.—

- (a) to give the Bureau at least ten (10) days' notice of the date on which Mr. Friedel should arrive in Sydney;
- (b) to advance the sum of \$9,300 in United States currency by check payable to the Treasurer of the United States and to forward the check through the Department of State for crediting to the account of the Bureau. These funds will be used solely for paying Mr. Friedel's salary during his assignment;
- (c) to allow Mr. Friedel to study the C.S.I.R.O.'s spectral research methods in their laboratories and to provide for the exchange of information and ideas contemplated under this agreement.

It is recognized that the Bureau or the C.S.I.R.O. may publish the results of Mr. Friedel's work, provided that any such publication by either authority shall expressly recognize and give credit to the co-

operation of the other authority. Prior to any such publication by either authority, the publishing authority shall submit to the other authority a copy of the material to be published for such comments as it might care to make. This provision, however, shall not restrict either authority from the use of any information developed during this time in the ordinary course of its business.

It should also be noted that employees of the Department of the Interior are subject to the patent regulations of the Department of the Interior (43 CFR Subtitle A, Part 6; 16 F.R. 6181, as amended) relating to inventions of employees of that Department; that the regulations, among other things, require such employees to assign to the United States of America all domestic rights to any invention made by them within the general scope of their governmental duties, and that these duties include duties to which they may be assigned under the arrangements proposed in this note.

It is a further condition that neither the Bureau nor the C.S.I.R.O. shall make a claim against the other for any damage or injury to persons or property attributable to the work covered by the proposed arrangements.

If these proposals are acceptable to the Australian Government, the Department of State suggests that the above-mentioned arrangements should operate for a period of one year from the date of the Embassy's notification to the Department that they are acceptable. It is to be understood, however, that either Government may terminate the arrangements at any time, provided that at least 30 days' advance notice of the date of termination is given. If the arrangements are terminated before the expiration of one year, it is to be understood that the C.S.I.R.O.'s monetary contribution will be redetermined on a pro rata basis. It is also to be understood that any continuation of the arrangements beyond the current U.S. fiscal year will be conditional upon the United States Congress providing funds for this purpose and that if such appropriation is not made, the C.S.I.R.O. will release the Bureau from all liability under the foregoing arrangements.

The Department would be glad if the Embassy would confirm that the arrangements outlined in this note are acceptable to the Australian Government.

L. D. B.

DEPARTMENT OF STATE,  
*Washington, August 14, 1964.*

*The Australian Embassy to the Department of State*

No. 264/64

The Australian Embassy presents its compliments to the Department of State and has the honour to refer to the Department of State's Note of 14th August, 1964 regarding the supply to the Australian Government of the services of a Research Chemist from the U.S. Bureau of Mines for a period of approximately one year for the purpose of spectrometric research.

The arrangements outlined in the Department of State's Note are acceptable to the Government of Australia.



17TH AUGUST, 1964.

# IRELAND

## Maritime Matters: Public Liability for Damage Caused by N.S. *Savannah*

*Agreement effected by exchange of notes  
Signed at Dublin June 18, 1964;  
Entered into force June 18, 1964.*

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*The American Chargé d'Affaires ad interim to the Irish Minister for  
External Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

No. 279

DUBLIN, June 18, 1964

EXCELLENCY.

I have the honor to refer to informal discussions which have taken place between representatives of the Government of the United States of America and the Government of Ireland concerning legal liability in respect of loss or damage in Ireland arising from the operation of N.S. *Savannah*.

1. In the course of these discussions, the United States Government has stated that there is in effect an Agreement of Indemnification between the United States Atomic Energy Commission and the United States Maritime Administration (hereafter referred to as "the Indemnification Agreement") whereunder the Atomic Energy Commission, acting under the authority of the United States Atomic Energy Act of 1954,[<sup>1</sup>] as amended, has agreed to indemnify the United States Maritime Administration and other persons indemnified against claims for public liability arising from a nuclear incident in connection with the design, development, construction, operation, repair, maintenance or use of the N.S. *Savannah* to the amount of U.S. \$500 million including the reasonable costs of investigating and settling claims and defending suits for damage (the "person indemnified", "public liability" and "nuclear incident", being defined in Section 11 of the United States Atomic Energy Act of 1954,[<sup>2</sup>] as

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<sup>1</sup> 68 Stat. 919; 42 U.S.C. § 2011 note.

<sup>2</sup> 71 Stat. 576, 42 U.S.C. § 2014.

amended, are hereafter used with the meanings there assigned to them.)

2. Accordingly, I now have the honor to propose an agreement between the Government of the United States of America and the Government of Ireland in the following terms.

- (1) The United States Government shall provide compensation for all loss, damage, death or injury in Ireland (including Irish territorial seas) arising out of or resulting from the operation of N.S. *Savannah* to the extent that the United States Government, the United States Maritime Administration or a person indemnified under the Indemnification Agreement is liable for public liability in respect of such loss, damage, death or injury
- (2) The aggregate liability of the United States Government in accordance with paragraph (1) of this Agreement shall not exceed \$500 million for any single incident regardless of where damage may be incurred.
- (3) Subject to the provisions of this Agreement in any legal action or proceeding brought *in personam* against the United States, in an Irish court, on account of any nuclear incident caused by the ship in Irish waters, or occurring outside Ireland during a voyage of the ship to or from Ireland and causing damage in Ireland, the United States Government
  - (a) shall not plead sovereign immunity;
  - (b) shall not seek to invoke the provisions of Irish law or any other law relating to the limitation of ship-owner's liability
- (4) The United States Government being liable in the conditions specified in paragraph (1) of this Agreement, shall not pursue any right of recourse against any person who might otherwise be liable for such loss, damage, death or injury.
- (5) The Government of the United States shall ensure that prompt payment is made in respect of the liability referred to in paragraph (1) of this Agreement.
- (6) If the Indemnification Agreement should for any reason be terminated or revised, the United States Government shall not cause or permit the entry of N.S. *Savannah* into Irish waters unless there is in effect either
  - (a) an agreement of indemnification entered into by the United States Atomic Energy Commission under the authority of Section 170 of the United States Atomic Energy Act of 1954,[<sup>1</sup>] as amended, and affording an

<sup>1</sup> 71 Stat. 576, 72 Stat. 525, 42 U.S.C. § 2210.

- equivalent measure of indemnification to that provided by the Indemnification Agreement, or
- (b) an agreement of indemnification in some other form acceptable to the Government of Ireland.
- (7) Subject to the \$500 million limitation referred to above, nothing in this Agreement shall affect any right which the Government of Ireland might otherwise have under international law in respect of the operation of N.S. *Savannah* and any claims relating thereto shall be dealt with in accordance with customary procedures for the settlement of international claims under generally accepted principles of law and equity. In particular, the two Governments will consult together, in the event of a nuclear incident, and in such consultations the question of liability and amount of compensation to those who have suffered loss or damage as a result of such incident shall be subject to the mutual agreement of the two Governments.
- (8) Either Government may terminate this Agreement by notification addressed to the other, such termination to take effect six months after the date of such notification.

If the above proposal is acceptable to the Government of Ireland, I have the honor to suggest that this Note, together with Your Excellency's reply to that effect shall be regarded as constituting an Agreement between the Government of the United States and the Government of Ireland on the above terms which shall enter into force on the date of Your Excellency's reply and shall remain in force thereafter until it is terminated by agreement or in accordance with its provisions.

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

ROBERT P CHALKER  
*Charge d'Affaires ad interim*

His Excellency  
FRANK AIKEN,  
*Minster for External Affairs,*  
*Dublin*

*The Irish Minister for External Affairs to the American Chargé d'Affaires ad interim*

ROINN GNÓTHAÍ EACHTRACHA  
DEPARTMENT OF EXTERNAL AFFAIRS

BAILE ÁTHA CLIATH

DUBLIN

18 June, 1964.

SIR,

I have the honour to acknowledge receipt of your Note of to-day which reads word for word as follows —

"I have the honour to refer to informal discussions which have taken place between representatives of the Government of the United States of America and the Government of Ireland concerning legal liability in respect of loss or damage in Ireland arising from the operation of N.S. *Savannah*.

1. In the course of these discussions, the United States Government has stated that there is in effect an Agreement of Indemnification between the United States Atomic Energy Commission and the United States Maritime Administration (hereafter referred to as "the Indemnification Agreement") whereunder the Atomic Energy Commission, acting under the authority of the United States Atomic Energy Act of 1954, as amended, has agreed to indemnify the United States Maritime Administration and other persons indemnified against claims for public liability arising from a nuclear incident in connection with the design, development, construction, operation, repair, maintenance or use of the N.S. *Savannah* to the amount of U.S. \$500 million including the reasonable costs of investigating and settling claims and defending suits for damage (the "person indemnified", "public liability" and "nuclear incident", being defined in Section 11 of the United States Atomic Energy Act of 1954, as amended, are hereafter used with the meanings there assigned to them)

2. Accordingly, I now have the honor to propose an agreement between the Government of the United States of America and the Government of Ireland in the following terms.

- (1) The United States Government shall provide compensation for all loss, damage, death or injury in Ireland (including Irish territorial seas) arising out of or resulting from the operation of N.S. *Savannah* to the extent that the United States Government, the United States Maritime Administration or a person indemnified under the Indemnification Agreement is liable for public liability in respect of such loss, damage, death or injury

- (2) The aggregate liability of the United States Government in accordance with paragraph (1) of this Agreement shall not exceed \$500 million for any single incident regardless of where damage may be incurred.
- (3) Subject to the provisions of this Agreement in any legal action or proceeding brought *in personam* against the United States, in an Irish court, on account of any nuclear incident caused by the ship in Irish waters, or occurring outside Ireland during a voyage of the ship to or from Ireland and causing damage in Ireland, the United States Government
  - (a) shall not plead sovereign immunity;
  - (b) shall not seek to invoke the provisions of Irish law or any other law relating to the limitation of ship-owner's liability.
- (4) The United States Government being liable in the conditions specified in paragraph (1) of this Agreement, shall not pursue any right of recourse against any person who might otherwise be liable for such loss, damage, death or injury.
- (5) The Government of the United States shall ensure that prompt payment is made in respect of the liability referred to in paragraph (1) of this Agreement.
- (6) If the Indemnification Agreement should for any reason be terminated or revised, the United States Government shall not cause or permit the entry of N.S. *Savannah* into Irish waters unless there is in effect either
  - (a) an agreement of indemnification entered into by the United States Atomic Energy Commission under the authority of Section 170 of the United States Atomic Energy Act of 1954, as amended, and affording an equivalent measure of indemnification to that provided by the Indemnification Agreement:  
or
  - (b) an agreement of indemnification in some other form acceptable to the Government of Ireland.
- (7) Subject to the \$500 million limitation referred to above, nothing in this Agreement shall affect any right which the Government of Ireland might otherwise have under international law in respect of the operation of N.S. *Savannah* and any claims relating thereto shall be dealt with in accordance with customary procedures for the settlement of international claims under generally accepted principles of law and equity. In particular, the two Governments will consult together, in the event of a nuclear incident, and in such consultations the

question of liability and amount of compensation to those who have suffered loss or damage as a result of such incident shall be subject to the mutual agreement of the two Governments.

- (8) Either Government may terminate this Agreement by notification addressed to the other, such termination to take effect six months after the date of such notification.

If the above proposal is acceptable to the Government of Ireland, I have the honor to suggest that this Note, together with your Excellency's reply to that effect shall be regarded as constituting an Agreement between the Government of the United States and the Government of Ireland on the above terms which shall enter into force on the date of the reply and shall remain in force thereafter until it is terminated by agreement or in accordance with its provisions."

I have the honour to confirm, on behalf of the Government of Ireland, that the Agreement proposed in your Note is acceptable to the Irish Government.

Accept, Sir, the renewed assurance of my high consideration.

*Parmus me agan. [']*

ROBERT P CHALKER, Esq.,  
*Chargé d'Affaires a.i.,*  
*Embassy of the United States of America.*

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<sup>1</sup> Frank Aiken.

# UNITED NATIONS

## Agricultural Commodities: Use in the Republic of the Congo of Congo Francs Accruing Under Certain United States- Congo Agreements

*Agreement amending the understanding of February 13, 1962.*

*Effectuated by exchange of letters*

*Signed at New York August 25 and 26, 1964;*

*Entered into force August 26, 1964.*

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*The American Deputy Permanent Representative to the United Nations to the United Nations Under-Secretary, Special Political Affairs*

UN-8577/2495

AUGUST 25, 1964

DEAR DR. BUNCHE:

I have the honor to refer to the Memorandum of Understanding between the United States Government and the United Nations dated February 13, 1962,[<sup>1</sup>] which relates to the grants to the United Nations of Congo francs accruing to the United States Government pursuant to the following Agricultural Commodities Agreements between the United States Government and the Government of the Republic of the Congo:

- (1) November 18, 1961, as amended [<sup>2</sup>]
- (2) February 23, 1963 (relating to cotton) [<sup>3</sup>]
- (3) February 23, 1963, as amended (relating to agricultural commodities other than cotton). [<sup>4</sup>]

The United States Government and the Government of the Republic of the Congo now propose to amend the above cited Agreements, as follows:

“Any Congo francs accruing, or which have accrued, to the Government of the United States as a consequence of sales made pursuant to these Agreements, and which are now authorized for

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<sup>1</sup> TIAS 4949; 13 UST 145.

<sup>2</sup> TIAS 4925, 5069, 5159, 5164, 5182, 5221; 12 UST 3202; 13 UST 2019, 2079, 2181, 2559.

<sup>3</sup> TIAS 5460; 14 UST 1562.

<sup>4</sup> TIAS 5461, 5484; 14 UST 1573, 1758.

grants under subsection 104(e) of the act, [1] may also be used by the Government of the United States of America in such a manner as the Government of the United States of America shall determine for a grant to the Government of the Republic of the Congo under subsection 104(c) of the act. This amendment does not limit the authority already provided in these Agreements to use this currency under certain circumstances for any purpose authorized under Section 104 of the act."

At present, grants for economic development projects under subsection 104(e) are made to the United Nations in accordance with the Memorandum of Understanding of February 13, 1962. In order to give effect to the amendment quoted above, it is necessary to amend the terms of the Memorandum.

The United States Government, therefore, proposes the amendment of the first sentence of the first numbered paragraph of the February 13, 1962, Memorandum of Understanding to read:

"1. The United States Government will grant to the United Nations 90 per cent of the Congo francs which accrue to the United States Government pursuant to the above-mentioned Agricultural Commodities Agreement, except that the 90 per cent portion shall be reduced by the amount of any funds which the United States Government and the Government of the Republic of the Congo may agree should be used for common defense purposes."

I would appreciate receiving confirmation that the above amendment to the Memorandum of Understanding is acceptable.

Sincerely yours,

CHARLES W. YOST

Dr. RALPH J. BUNCHE,  
*Under-Secretary*  
*Special Political Affairs,*  
*United Nations.*

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<sup>1</sup> 68 Stat. 456; 7 U.S.C. § 1704.

*The United Nations Under-Secretary, Special Political Affairs, to the  
American Deputy Permanent Representative to the United Nations*

UNITED NATIONS      NATIONS UNIES  
NEW YORK

CABLE ADDRESS—UNATIONS NEWYORK—ADRESSE TELEGRAPHIQUE

26 AUGUST 1964

DEAR MR. YOST,

I have the honor to refer to your letter of 25 August 1964 and to inform you that the United Nations confirms its acceptance of the amendment to the first sentence of the first numbered paragraph of the 13 February 1962 Memorandum of Understanding as set out in the penultimate paragraph of your letter.

Sincerely yours,

RALPH J. BUNCHE

Ralph J. Bunche  
*Under Secretary*

His Excellency

Mr. CHARLES W. YOST

*Deputy Permanent Representative of the  
United States to the United Nations  
799 United Nations Plaza  
New York 17, New York*

**REPUBLIC OF THE CONGO**  
**Agricultural Commodities**

*Agreement amending the agreements of November 18, 1961, and  
February 23, 1963, as amended.*

*Effectuated by exchange of notes*

*Signed at Léopoldville August 28 and September 4, 1964;  
Entered into force September 4, 1964.*

*The American Ambassador to the Congolese Prime Minister*

N° 14

LEOPOLDVILLE, August 28, 1964

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreements between our two Governments of the following dates:

- (A) November 18, 1961, as amended, [¹]
- (B) February 23, 1963 (Cotton Gray Cloth), [²]
- (C) February 23, 1963, as amended (agricultural commodities other than cotton), [³]

and propose that these agreements made under the United States Agricultural Trade Development and Assistance Act of 1954, [⁴] as amended (hereinafter referred to as the Act) be further amended as follows:

Any Congo francs accruing, or which have accrued, to the Government of the United States as a consequence of sales made pursuant to these agreements and which are now authorized for grants under subsection 104(e) of the Act [⁴] may also be used by the Government of the United States of America in such a manner as the Government of the United States of America shall determine for grant to the Government of the Republic of the Congo under subsection 104(c) of the Act. This amendment does not limit the authority already provided by these agreements to use this currency under certain circumstances for any purpose authorized under Section 104 of the Act.

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<sup>¹</sup> TIAS 4925, 5069, 5159, 5164, 5182, 5221; 12 UST 3202; 13 UST 2019, 2079, 2181, 2559.

<sup>²</sup> TIAS 5460; 14 UST 1562.

<sup>³</sup> TIAS 5461, 5484; 14 UST 1573, 1758; see also TIAS 5711; post, p. 2235.

<sup>⁴</sup> 68 Stat. 454, 456; 7 U.S.C. §§ 1891 note; 1704.

It is proposed that this note and your reply concurring therein shall constitute agreement between the two governments on this matter to enter in force on the date of your note in reply.

G. McMURTRIE GODLEY

His Excellency  
MOISE TSHOMBE  
Prime Minister  
Leopoldville  
Republic of the Congo

*The Congolese Prime Minister to the American Ambassador*

REPUBLIQUE DU CONGO

0376-CAB/P.M./DC./

LE PREMIER MINISTRE  
CHEF DU GOUVERNEMENT  
a  
A L'AMBASSADEUR DES ETATS-UNIS  
a  
Leopoldville

Le Premier Ministre à l'honneur de se référer à votre note du 28 Août 1964 concernant la proposition d'amendement des accords de Titre I Novembre 1961 et de Février 1963.

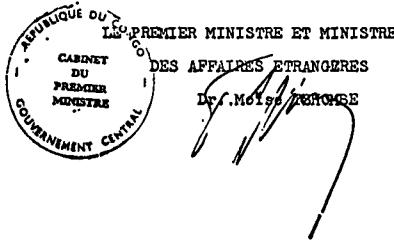
Selon votre note le Gouvernement des Etats-Unis d'Amérique propose l'amendement suivant aux accords mentionnés ci-dessus:

Tous les francs congolais qui reviendront, ou qui sont déjà réservés au Gouvernement Américain grâce aux ventes effectuées selon les termes de ces accords et qui peuvent actuellement être accordés selon la section 104 (e) de l'Acte, peuvent être maintenant utilisés par le Gouvernement des Etats-Unis pour une aide financière au Gouvernement de la République Démocratique du Congo selon la section 104 (c) de l'Acte. Cette modification ne limite pas l'autorisation déjà accordée, dans les accords mentionnés ci-dessus, en vertu desquels la monnaie locale peut-être utilisée, en certaines circonstances, pour tous les buts autorisés dans la section 104 de l'Acte.

Par la présente note, le Premier Ministre voudrait exprimer l'accord du Gouvernement de la République Démocratique du Congo quant à l'amendement proposé et de confirmer que, à partir de cette date, le Gouvernement de la République Démocratique du Congo considère que l'amendement proposé fait partie intégrale des accords mentionnés ci-dessus.

Le Premier Ministre vous prie d'agréer, Monsieur l'Ambassadeur,  
l'assurance de sa très haute considération.

LEOPOLDVILLE, le 4 Septembre 1964.



*Translation*

REPUBLIC OF THE CONGO

0376-CAB/P.M./DC./

THE PRIME MINISTER  
HEAD OF THE GOVERNMENT  
to  
THE AMBASSADOR OF THE UNITED STATES  
*At Leopoldville*

The Prime Minister has the honor to refer to your note of August 28, 1964 concerning the proposal to amend the Title I agreements of November 1961 and February 1963.

According to your note, the Government of the United States of America proposes the following amendment to the above-mentioned agreements:

Any Congo francs accruing, or which have accrued, to the Government of the United States in consequence of sales made pursuant to these agreements and which are at present authorized for grants under subsection 104(e) of the Act, may now be used by the Government of the United States of America for financial assistance to the Government of the Democratic Republic of the Congo under subsection 104(c) of the Act. This amendment does not limit the authority already granted in the aforesaid agreements to use local currency in certain circumstances for any purpose authorized in Section 104 of the Act.

The Prime Minister would like hereby to signify the agreement of the Government of the Democratic Republic of the Congo to the proposed amendment and to confirm that, from this date, the Government of the Democratic Republic of the Congo considers the proposed amendment as constituting an integral part of the above-mentioned agreements.

The Prime Minister begs you to accept, Mr. Ambassador, the assurances of his very high consideration.

[SEAL] TSHOMBÉ

Dr. Moïse Tshombé  
*Prime Minister and  
Minister of Foreign Affairs*

LÉOPOLDVILLE, September 4, 1964

# PARAGUAY

## Agricultural Commodities

*Agreement signed at Asunción September 5, 1964;  
Entered into force September 5, 1964.  
With exchange of notes.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PARAGUAY UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of Paraguay:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Paraguayan guaranies of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Paraguayan guaranies accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Paraguay pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

#### ARTICLE I

##### SALES FOR PARAGUAYAN GUARANIES

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Paraguay of purchase authorizations and to the availability of the commodities under the Act at the time of exportation, the Government of the United

<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

States of America undertakes to finance the sales for Paraguayan guaranies to purchasers authorized by the Government of Paraguay of the following agricultural commodities in the amounts indicated:

<u>Commodity</u>	<u>Export Market Value</u> (millions)
Wheat/wheat flour	\$2.6
Ocean transportation (estimated)	.4
Total . . . . .	\$3.0

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Paraguay guaranies accruing from such sale, and other relevant matters.

3. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

## ARTICLE II

### USES OF PARAGUAYAN GUARANIES

The Paraguayan guaranies accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown.

A. For United States expenditures under subsections (a), (b), (c), (d), (f) and (h) through (s) of Section 104 of the Act, or under any of such subsections, 30 percent of the Paraguayan guaranies accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in Paraguay incident thereto, 20 percent of the Paraguayan guaranies pursuant to this agreement. It is understood that;

(1) Such loans under Section 104 (e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Paraguay for business development and trade expansion in Paraguay and to United States firms and Paraguayan firms

for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of Paraguay acting through the Central Bank of Paraguay. The President of the Central Bank of Paraguay, or his designate, will act for the Government of Paraguay, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the President of the Central Bank of Paraguay of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(4) When AID is prepared to act favorably upon an application, it will notify the Central Bank of Paraguay and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Paraguay on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Central Bank of Paraguay will indicate to AID whether or not the Central Bank of Paraguay has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Central Bank of Paraguay, it shall be understood that the Central Bank of Paraguay has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the President of the Central Bank of Paraguay.

(6) In the event the Paraguayan guaranies set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Central Bank of Paraguay, the Government of the United States of America may use the Paraguayan guaranies for any purposes authorized by Section 104 of the Act.

C. For a loan to the Government of Paraguay under Section 104 (g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Paraguay, as may be mutually agreed, fifty percent of the Paraguayan guaranies accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Paraguayan guaranies for loan purposes under Section 104 (g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Paraguayan guaranies for any purpose authorized by Section 104 of the Act.

### ARTICLE III

#### DEPOSIT OF PARAGUAYAN GUARANIES

1. The amount of Paraguayan guaranies to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Paraguayan guaranies as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of Paraguay, or

(b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of Paraguay.

2. Any refunds of Paraguayan guaranies which may be due or become due under this agreement more than three years from the effective date of this agreement may, in the event that any subsequent agreement or agreements should be signed by the two Governments under the Act, be made by the Government of the United States of America from funds available from the most recent agreement in effect at the time of the refund.

### ARTICLE IV

#### GENERAL UNDERTAKINGS

1. The Government of Paraguay will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pur-

suant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Paraguay will furnish information quarterly on the progress of the program, particularly with respect to the arrival and condition of commodities, provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like commodities.

#### ARTICLE V

##### CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this agreement, or to the operation of arrangements carried out pursuant to this agreement.

#### ARTICLE VI

##### ENTRY INTO FORCE

This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE AT ASUNCION, in duplicate, this fifth day of September 1964.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

ROBERT C. BREWSTER

Robert C. Brewster  
*Chargeé d'Affaires a. i.*

[SEAL]

FOR THE GOVERNMENT OF  
PARAGUAY

RAÚL SAPENA PASTOR

Raúl Sapena Pastor  
*Minister of Foreign Relations*

[SEAL]

**CONVENIO SOBRE PRODUCTOS AGRICOLAS ENTRE EL GOBIERNO DEL PARAGUAY Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA, SEGUN EL TITULO I DE LA LEY DE AYUDA Y DE DESARROLLO COMERCIAL AGRICOLA Y SUS ENMIENDAS.**

El Gobierno del Paraguay y el Gobierno de los Estados Unidos de América:

Reconociendo la conveniencia de aumentar el comercio de productos agrícolas entre sus dos países y otras naciones amigas de modo que no desplace la usual colocación de dichos productos por parte de los Estados Unidos de América, o desbarate indebidamente los precios mundiales de productos agrícolas o los moldes normales de intercambio comercial con países amigos;

Considerando que la compra, en guaraníes, de productos agrícolas producidos en los Estados Unidos de América ayudará a alcanzar dicha expansión comercial;

Considerando que los guaraníes resultantes de tal compra serán utilizados de un modo beneficioso para ambos países;

Deseando establecer los acuerdos que regirán las ventas, según se especifica más abajo, de los productos agrícolas al Paraguay de conformidad al Título I de la Ley de Ayuda y de Desarrollo Comercial Agrícola y sus Enmiendas (de ahora en adelante mencionada como la Ley) y las medidas que los dos Gobiernos adoptarán individual y colectivamente para fomentar el aumento del comercio de dichos productos;

Han convenido en lo siguiente:

**ARTICULO I**

**VENTAS EN GUARANIES**

1. Sujeto a la emisión por parte del Gobierno de los Estados Unidos de América y a la aceptación por parte del Gobierno del Paraguay de autorizaciones de compra y a la disponibilidad de productos, de acuerdo a la Ley, en el momento de la exportación, el Gobierno de los Estados Unidos de América toma a su cargo la financiación de ventas en guaraníes, a compradores autorizados por el Gobierno del Paraguay, de los siguientes productos agrícolas en las cantidades que se indican:

PRODUCTO	VALOR MERCADO EXPORTACION (millones)
Trigo/harina de trigo	U\$S 2,6
Transporte oceánico (estimado)	, 4
	<hr/> U\$S 3.0

2. Las solicitudes de autorizaciones de compra serán hechas dentro de los 90 días luego de la fecha de efectividad de este Convenio excepto que las solicitudes de autorizaciones de compra por cualesquiera

productos adicionales o cantidades de productos estipulados en cualquier enmienda a este Convenio serán hechas dentro de los 90 días luego de la fecha de efectividad de dicha enmienda. Las autorizaciones de compra incluirán disposiciones relativas a la venta y entrega de los productos, la fecha y circunstancias del depósito de guaraníes resultantes de dicha venta, y otros asuntos pertinentes.

3. La financiación, venta y entrega de productos según este Convenio pueden ser terminados por cualesquiera de los dos Gobiernos si uno de ellos determina que debido a un cambio de condiciones la continuación de tal financiación, venta o entrega es innecesaria o indeseable.

## ARTICULO II

### EMPLEOS DE LOS GUARANIES

Los guaraníes resultantes a favor del Gobierno de los Estados Unidos de América como consecuencia de las ventas hechas de conformidad a este Convenio serán utilizados por el Gobierno de los Estados Unidos de América de tal manera y en el orden de prioridad que el Gobierno de los Estados Unidos de América determinará, para los propósitos siguientes, en las sumas indicadas:

A. Para gastos de los Estados Unidos de América de conformidad a las subsecciones (a), (b), (c), (d), (f), y (h) hasta (s) de la Sección 104 de la Ley, o según cualesquiera de dichas subsecciones, 30 por ciento de los guaraníes resultantes de acuerdo a este Convenio.

B. Para préstamos a ser hechos por la Agencia para el Desarrollo Internacional de Washington (de ahora en adelante mencionada como la ADI), según la Sección 104 (e) de la Ley, y para los gastos administrativos de la ADI incidentes a ellos, 20 por ciento de los guaraníes resultantes de acuerdo a este Convenio. Entiéndase que:

(1). Los préstamos según la Sección 104 (e) de la Ley serán hechos a firmas de los Estados Unidos y a sucursales, subsidiarias o afiliadas de las mismas en el Paraguay para desarrollo de negocios y expansión comercial en el Paraguay, y a firmas de los Estados Unidos y del Paraguay para el establecimiento de facilidades que ayuden a la utilización y distribución, o bien, aumenten el consumo y colocación de productos agrícolas de los Estados Unidos.

(2). Los préstamos serán mutuamente aceptables a la ADI y al Gobierno del Paraguay. El Presidente del Banco Central del Paraguay o una persona designada por él actuará en nombre del Gobierno del Paraguay, y el Administrador de la ADI o una persona designada por él actuará por la ADI.

(3). Al recibir una solicitud que la ADI esté dispuesta a considerar, ésta informará al Banco Central del Paraguay sobre la identidad del solicitante, la naturaleza de la operación propuesta, el monto del préstamo propuesto, y los propósitos generales en los cuales los valores del préstamo serían invertidos.

(4). Cuando la ADI esté dispuesta a actuar favorablemente respecto a una solicitud, la misma informará así al Banco Central del Paraguay e indicará la tasa de interés y el período de amortización que se empleará bajo el préstamo propuesto. La tasa de interés será similar a la que prevalezca en el Paraguay respecto a préstamos comparables, y las fechas de vencimiento estarán de acuerdo con los propósitos de la financiación.

(5). Dentro de los 60 días luego del recibo del aviso que la ADI está dispuesta a actuar favorablemente respecto a una solicitud, el Banco Central del Paraguay indicará a la ADI si tiene alguna objeción o no al préstamo propuesto. A no ser que dentro del período de sesenta días la ADI haya recibido tal comunicación del Banco Central del Paraguay, se entenderá que el mismo no tiene objeción al préstamo propuesto. Cuando la ADI apruebe o niegue el préstamo propuesto, lo notificará al Presidente del Banco Central del Paraguay.

(6). En el caso que los guaraníes depositados para préstamos según la Sección 104 (e) de la Ley no sean utilizados dentro de los tres años desde la fecha de este Convenio debido a que la ADI no haya aprobado préstamos o porque los préstamos propuestos no hayan sido mutuamente aceptables a la ADI y al Banco Central del Paraguay, el Gobierno de los Estados Unidos de América podrá utilizar los guaraníes para cualquier propósito autorizado por la Sección 104 de la Ley.

C. Para un préstamo al Gobierno del Paraguay según la Sección 104(g) de la Ley, 50 por ciento de los guaraníes resultantes de este Convenio para financiar proyectos para promover el desarrollo económico, incluso proyectos no comprendidos hasta la fecha en los planes del Gobierno del Paraguay, según pueda convenirse mutuamente. Los términos y condiciones del préstamo y otras disposiciones serán establecidas en un convenio de préstamo aparte. En el caso que no se llegue a un acuerdo sobre el uso de los guaraníes para fines de préstamo, según la Sección 104(g) de la Ley, dentro de los tres años desde la fecha de este Convenio, el Gobierno de los Estados Unidos de América podrá usar los guaraníes para cualquier propósito autorizado por la Sección 104 de la Ley.

### ARTICULO III

#### DEPOSITO DE LOS GUARANIES

1. La cantidad de guaraníes que habrá de depositarse en la cuenta de los Estados Unidos de América será el equivalente del valor de las ventas en dólares de los productos y de los costos de transporte oceánico, reembolsado o financiado por el Gobierno de los Estados Unidos de América (excepto los costos en exceso resultantes del requisito de que sean utilizadas embarcaciones de bandera de los Estados Unidos), convertidos en guaraníes como sigue:

(a) al tipo de cambio de dólares aplicable a transacciones de importación en vigencia a las fechas del desembolso en dólares por los Estados Unidos suponiendo que un tipo de cambio unitario sea mantenido por el Gobierno del Paraguay para todas las transacciones en moneda extranjera, o

(b) si existiera más de un tipo de cambio legal para transacciones de moneda extranjera, el tipo de cambio sería mutuamente convenido de vez en cuando entre el Gobierno del Paraguay y el Gobierno de los Estados Unidos de América.

2. En el caso que un subsiguiente convenio o convenios sobre productos agrícolas sea firmado por los dos Gobiernos de conformidad a la Ley, cualesquiera reembolsos de guaraníes que hayan vencido o venzan según este Convenio luego de más de tres años desde la fecha de efectividad de este Convenio serán hechos por el Gobierno de los Estados Unidos de América con fondos disponibles del convenio más reciente sobre productos agrícolas en efecto a la fecha de reembolso.

#### ARTICULO IV

##### COMPROMISOS GENERALES

1. El Gobierno del Paraguay adoptará todas las medidas posibles para impedir la reventa o reembarque a otros países, o el uso para otros fines que los nacionales de los productos agrícolas adquiridos según este Convenio (excepto cuando tal reventa, reembarque o uso sea específicamente aprobado por el Gobierno de los Estados Unidos de América); para impedir la exportación de cualquier producto de origen local o extranjero que sea igual o similar a los productos adquiridos según este Convenio durante el período a partir de la fecha de este Convenio y finalizando en la última fecha en que dichos productos son recibidos y utilizados (excepto cuando dicha exportación sea específicamente aprobada por el Gobierno de los Estados Unidos de América), y para asegurar que la adquisición de productos según este Convenio no resulte en una mayor disponibilidad de iguales o similares productos para naciones no amigas de los Estados Unidos de América.

2. Los dos Gobiernos adoptarán razonables precauciones para asegurar que todas las ventas y compras de productos agrícolas de conformidad a este Convenio no desplacen las colocaciones usuales de los Estados Unidos de América de estos productos o desbaraten indebidamente los precios mundiales de productos agrícolas o los moldes normales de intercambio comercial con países amigos.

3. En la ejecución de este Convenio, los dos Gobiernos procurarán asegurar condiciones comerciales que permitan a las empresas privadas funcionar efectivamente y emplearán sus mejores esfuerzos para desarrollar y aumentar la continua demanda del mercado respecto a productos agrícolas.

4. El Gobierno del Paraguay proveerá, a pedido del Gobierno de los Estados Unidos de América, información sobre el progreso del programa, particularmente con respecto a la llegada y condición de

los productos y las medidas para el mantenimiento de los medios de colocación habituales, e información relativá a exportaciones de los mismos productos o similares.

#### ARTICULO V

##### CONSULTAS

Los dos Gobiernos, a pedido de uno de ellos, efectuarán consultas respecto a todo asunto relativo a la aplicación de este Convenio o a la ejecución de arreglos realizados de conformidad a este Convenio.

#### ARTICULO VI

##### PUESTA EN VIGENCIA

El Convenio entrará en vigencia al ser firmado.

EN FE DE LO CUAL, los respectivos Plenipotenciarios, debidamente autorizados para tal fin, suscriben el presente Convenio, en dos ejemplares igualmente auténticos en idiomas español e inglés, en la Ciudad de Asunción, Capital de la República del Paraguay a los cinco días del mes de setiembre del año mil novecientos sesenta y cuatro.

**POR EL GOBIERNO DEL  
PARAGUAY:**

RAÚL SAPENA PASTOR

Raúl Sapena Pastor  
*Ministro de Relaciones Exteriores.*

**POR EL GOBIERNO DE LOS  
ESTADOS UNIDOS DE AMERICA:**

ROBERT C. BREWSTER

Robert C. Brewster  
*Encargado de Negocios a. i.*

[SEAL]

[SEAL]

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

No. 78

ASUNCION, September 5, 1964

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments and to inform you of my Government's understanding of the following:

The Government of Paraguay will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of guaranies: for purposes of Section 104(a) of the Act, \$60,000 worth or two percent of the guaranies accruing under the Agreement, whichever is greater, to finance agricultural market development activities in other countries; and for purposes of Section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, [1] up to \$50,000 worth of guaranies to finance educational and cultural exchange programs and activities in other countries.

The Government of Paraguay agrees that it will procure and import with its own resources at least 25,000 metric tons of wheat or wheat equivalent from its traditional suppliers during the period September 5, 1964–December 31, 1964, in addition to purchases under the terms of the Agreement and if deliveries under the Agreement extend into a subsequent period the level of imports from traditional suppliers for such period will be determined at the time the request for extension of deliveries is made.

The Government of the United States of America may utilize guaranies in Paraguay to pay for travel which is part of a trip in which the traveler travels from, to or through Paraguay. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Paraguayan guaranies may be utilized shall not be limited to services provided by Paraguayan transportation facilities.

With regard to Paragraph 4 Article IV of the Agreement, the Government of Paraguay agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; date unloading was completed; and the disposition of the cargo, i.e. stored, distributed locally or, if shipped, where shipped. The foregoing should be submitted on vessels leaving the United States and discharging to river vessels for transhipment to Paraguay and for river vessels arriving in Paraguay. In

<sup>1</sup> 75 Stat. 527; 22 U.S.C. § 2451 note.

addition, the Government of Paraguay agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of Paraguay showing progress made toward fulfilling commitments on usual marketings accompanied by data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

ROBERT C. BREWSTER

His Excellency

Dr. RAÚL SAPENA PASTOR,  
*Minister of Foreign Affairs,*  
Asunción.

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

MINISTERIO DE RELACIONES EXTERIORES

ASUNCIÓN, 5 de setiembre de 1964.

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el agrado de dirigirme a Vuestra Señoría con el objeto de acusar recibo de su nota N° 75, de fecha de hoy, cuyo texto es el siguiente:

"Excellencia: Tengo el honor de hacer referencia al Convenio sobre Productos Agrícolas suscrito en el día de la fecha por los representantes de nuestros dos Gobiernos y poner en conocimiento de Vuestra Excelencia el entender de mi Gobierno de lo siguiente: A pedido del Gobierno de los Estados Unidos de América, el Gobierno del Paraguay dará facilidades para la conversión a otras monedas, que no sean el dólar, de las siguientes cantidades de guaraníes: para los fines de la Sección 104 (a) de la Ley, el valor de 60.000 dólares o el dos por ciento de los guaraníes resultantes del Convenio, cualquiera sea mayor, para financiar las actividades de desarrollo del mercado agrícola en otros países, y para los propósitos de la Sección 104 (h) de la Ley y para los fines de la Ley de 1961 de Intercambio Educacional y Cultural Mutuo, hasta el valor de 50.000 dólares en guaraníes para financiar programas de intercambio

educacional y cultural y actividades en otros países. El Gobierno del Paraguay conviene en que conseguirá e importará con sus propios recursos por lo menos 25.000 toneladas métricas de trigo o su equivalente en harina de trigo de sus proveedores tradicionales durante el período comprendido entre el 5 de setiembre de 1964 y el 31 de diciembre de 1964, además de las compras establecidas por los términos del Convenio y, si las entregas bajo este Convenio se extiendieran por un período subsiguiente, el nivel de las importaciones de los proveedores tradicionales para tal período será determinado en el momento que se haga el pedido de extensión de las entregas. El Gobierno de los Estados Unidos de América podrá utilizar guaraníes en el Paraguay para abonar gastos de viaje cuando dicho viaje forme parte de otro en que el viajero parta del o arribe al Paraguay o pase por el mismo en tránsito. Se entiende que estos fondos serán destinados solamente para viajes de personas en misión oficial del Gobierno de los Estados Unidos de América o en relación a actividades financiadas por dicho Gobierno. Se entiende, además, que los viajes para los cuales puedan ser utilizados los guaraníes no quedarán limitados a los servicios prestados por medios de transporte paraguayos. Con respecto al Párrafo 4 Artículo IV del Convenio, el Gobierno del Paraguay conviene en proporcionar trimestralmente la siguiente información sobre cada embarque de productos recibido bajo el Convenio: nombre de cada barco; fecha de llegada; puerto de llegada; producto y cantidad recibida; condiciones en que fué recibido, y fecha en que terminó la descarga, como así también la disposición de la carga, es decir, si fué almacenada, distribuída localmente o, si fué embarcada a qué destino. Lo que precede debe ser proporcionado sobre barcos que salgan de los Estados Unidos y descarguen en barcos fluviales para reembarque al Paraguay y para barcos fluviales que lleguen al Paraguay. Además, el Gobierno del Paraguay conviene en presentar trimestralmente: (a) un informe de las medidas que ha tomado para prevenir la reventa o reembarque de los productos suministrados, (b) seguridades de que el programa no ha producido una mayor disponibilidad de los mismos productos o de productos similares a otras naciones, y (c) un informe del Gobierno del Paraguay mostrando el progreso alcanzado en el cumplimiento de los compromisos en la colocación usual de productos, acompañado de datos sobre importaciones y exportaciones por país de origen o de destino de los mismos productos o de productos similares a los importados bajo el Convenio. Apreciaré recibir de Vuestra Excelencia la confirmación de los puntos arriba expresados. Acepte, Excelencia, las reiteradas seguridades de mi más alta consideración."

En respuesta me es grato expresar a Vuestra Señoría que el Gobierno de mi país concuerda con el contenido de vuestra nota

precedentemente transcripta y por consiguiente, la misma y la presente nota constituyen un Acuerdo entre nuestros dos Gobiernos sobre la materia.

Aprovecho la oportunidad para reiterar a Vuestra Señoría las seguridades de mi consideración más distinguida.

RAÚL SAPENA PASTOR

A Su Señoría

Don ROBERT C. BREWSTER,

*Encargado de Negocios a. i. de los  
Estados Unidos de América.  
Ciudad.*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

ASUNCIÓN, September 5, 1964

MR. CHARGÉ D'AFFAIRES:

I have the pleasure to acknowledge receipt of your note No. 75 dated today, the text of which reads as follows:

[For the English language text see *ante*, p. 1817.]

In reply, I am happy to inform you that the Government of my country agrees with the contents of your note transcribed above, and consequently, your note and this one constitute an agreement between our two Governments on the matter.

I avail myself of the opportunity to renew to you the assurances of my most distinguished consideration.

RAÚL SAPENA PASTOR

Mr. ROBERT C. BREWSTER

*Chargé d'Affaires ad interim  
United States of America  
City.*

# NORWAY

## Mutual Defense Assistance: Administrative Expenditures

*Agreement amending Annex C to the agreement of January 27, 1950.*

*Effectuated by exchange of notes*

*Dated at Oslo August 25 and September 2, 1964;*

*Entered into force September 2, 1964.*

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*The American Ambassador to the Norwegian Minister of Foreign Affairs*

M/16

The Ambassador of the United States of America presents his compliments to his Excellency the Royal Norwegian Minister of Foreign Affairs and, with reference to paragraph (1) of Article IV of the Mutual Defense Assistance Agreement between the United States and Norway, signed at Washington on January 27, 1950, [<sup>1</sup>] has the honor, upon instruction from his Government, to state for the information of the Minister that the minimum amount of Norwegian kroner necessary during the United States fiscal year 1965 for the Administrative expenditures of the United States Embassy at Oslo in connection with the carrying out of the Agreement, including those of related training in Norway, has been estimated to be 3,246,700 Norwegian kroner. It is understood that the balance of 188.72 kroner remaining as of the close of business June 30, 1964, will operate to reduce the total amount required for deposit during the fiscal year 1965.

The Ambassador proposes that, in accordance with the previous practice, Annex C of the Bilateral Agreement be amended to read as follows:

“In implementation of paragraph (1) of Article IV of the Mutual Defense Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total 3,246,700 Norwegian kroner for its use on behalf of the Government of the United States of America for administrative expenditures within Norway in connection with carrying out that Agreement for the period ending June 30, 1965.”

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<sup>1</sup> TIAS 2016; 1 UST 108.

It is suggested that, if acceptable to the Norwegian Government, this Note and the Minister's reply together shall constitute an amendment to Annex C of the Mutual Defense Agreement between the United States of America and Norway, signed at Washington, D.C., on January 27, 1950.

C. R. WHARTON

EMBASSY OF THE UNITED STATES OF AMERICA,  
Oslo, August 25, 1964.

*The Norwegian Minister of Foreign Affairs to the American Ambassador*

MINISTÈRE ROYAL  
DES  
AFFAIRES ETRANGÈRES

The Minister of Foreign Affairs presents his compliments to His Excellency the Ambassador of the United States of America and has the honour to acknowledge receipt of the Ambassador's Note of August 25, 1964, regarding the payment of administrative expenditures of the Embassy in connection with the carrying out of the Mutual Defence Assistance Agreement between Norway and the United States, signed at Washington on January 27, 1950.

The Minister has the honour to state that the Norwegian Government agrees to the Proposal made in the Ambassador's Note to the effect that Annex C of the Bilateral Agreement be amended to read as follows:

"In implementation of paragraph (1) of Article IV of the Mutual Defense Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total 3,246,700 Norwegian kroner for its use on behalf of the Government of the United States of America for administrative expenditures within Norway in connection with carrying out that Agreement for the period ending June 30, 1965."

It is understood that the balance of 188.72 kroner remaining as of the close of business June 30, 1964, will operate to reduce the total amount required for deposit during the fiscal year 1965.

As the fiscal year in Norway corresponds to the calendar year, the acceptance of the proposal set out above will, as far as the granting of the funds for the period after January 1, 1965 is concerned, be subject to confirmation by Norwegian authorities.

Aug. 25, 1964  
Sept. 2, 1964

The Minister agrees that the Ambassador's Note of August 25, 1964, together with this reply, constitute an amendment to Annex C of the Mutual Defence Assistance Agreement between Norway and the United States of America, signed at Washington D.C. on January 27, 1950.

Oslo, 2<sup>nd</sup> September 1964  
*[Signature]*

[SEAL]

His Excellency Mr. CLIFTON R. WHARTON,  
*Ambassador of the United States of America.*  
*Oslo.*

# SWEDEN

## Double Taxation: Taxes on Income

*Supplementary convention modifying and supplementing the convention and protocol of March 23, 1939.*

*Signed at Stockholm October 22, 1963;*

*Ratification advised by the Senate of the United States of America July 29, 1964;*

*Ratified by the President of the United States of America August 5, 1964;*

*Ratified by Sweden June 4, 1964;*

*Ratifications exchanged at Washington September 11, 1964;*

*Proclaimed by the President of the United States of America September 18, 1964;*

*Entered into force September 11, 1964.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS the supplementary convention between the United States of America and the Kingdom of Sweden relating to income and other taxes, modifying and supplementing the convention and accompanying protocol for the avoidance of double taxation and the establishment of rules of reciprocal administrative assistance in the case of income and other taxes signed at Washington on March 23, 1939, [<sup>1</sup>] was signed at Stockholm on October 22, 1963 by their respective Plenipotentiaries, the original of which supplementary convention, in the English and Swedish languages, is word for word as follows:

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<sup>1</sup> TS 958; 54 Stat. 1759.

**SUPPLEMENTARY CONVENTION  
BETWEEN THE UNITED STATES  
OF AMERICA AND THE KING-  
DOM OF SWEDEN RELATING  
TO INCOME AND OTHER TAXES**

The President of the United States of America and His Majesty the King of Sweden, being desirous of modifying and supplementing in certain respects the Convention and accompanying Protocol for the avoidance of double taxation and the establishment of rules of reciprocal administrative assistance in the case of income and other taxes, signed at Washington on March 23, 1939, have decided to conclude a supplementary Convention and for that purpose have appointed as their respective Plenipotentiaries:

The President of the United States of America: His Ambassador Extraordinary and Plenipotentiary J. Graham Parsons;

His Majesty the King of Sweden: His Minister of Foreign Affairs Torsten Nilsson;

who, having communicated to one another their full powers, found in good and due form, have agreed as follows:

**ARTICLE I**

The provisions of the Convention between the President of the United States of America and His Majesty the King of Sweden, signed at Washington on March 23, 1939, are modified or supplemented—

(a) By striking out Article VII and inserting in lieu thereof the following:

**TILLÄGGSAVTAL MELLAN AME-  
RIKAS FÖRENTA STATER OCH  
KONUNGARIKET SVERIGE BE-  
TRÄFFANDE INKOMSTOCH  
ANDRA SKATTER**

Amerikas Förenta Staters President samt Hans Majestät Konungen av Sverige hava, föranledda av önskan att i vissa hänseenden ändra och fullständiga det i Washington den 23 mars 1939 undertecknade avtalet och det därtillhörande protokollet för undvikande av dubbelbeskattning och fastställande av bestämmelser angående ömsesidig handräckning beträffande inkomst- och andra skatter, beslutat att ingå ett tilläggsavtal och för detta ändamål utsett såsom sina befullmäktigade ombud:

Amerikas Förenta Staters President: Sin utomordentlige och befullmäktigade ambassadör J. Graham Parsons;

Hans Majestät Konungen av Sverige: Sin minister för utrikes ärendena Torsten Nilsson;

vilka, efter att hava delgivit varandra sina fullmakter, som befunnits i god och behörig form, överenskommit om följande:

**ARTIKEL I**

Bestämmelserna i det i Washington den 23 mars 1939 undertecknade avtalet mellan Amerikas Förenta Staters President och Hans Majestät Konungen av Sverige skola ändras eller fullständigas på sätt nedan angives.

(a) Artikel VII skall utgå och ersättas av följande artikel:

"Article VII"

"1. Dividends received from sources within one of the contracting States by a resident, corporation, or other entity of the other State not having a permanent establishment in the former State shall be subject to tax by such former State at a rate not in excess of 15 percent of the amount of such dividends: Provided, however, that such rate of tax shall not exceed 5 percent of the amount of such dividends paid by a corporation of such former State to a corporation of such other State if-

"(a) During the part of the payer corporation's taxable year preceding the payment of the dividend and during the whole of the prior taxable year at least 50 percent of the voting stock of such corporation was owned by the recipient corporation either alone or in association with not more than three other corporations of such other State and at least 10 percent of the voting stock of the payer corporation was owned by each such recipient corporation; and

"(b) Not more than 25 percent of the gross income of the payer corporation (other than a corporation the principal business of which is the making of loans) for such prior taxable year is derived from interest and dividends other than interest and dividends received from a corporation in which it owns at least 50 percent of the voting stock.

"2. When a Swedish corporation or other entity derives dividends from a United States corporation or

"Artikel VII"

(1) Utdelning, som från inkomstkällor i en av de avtalsslutande staterna uppbäres av i den andra staten bosatt fysisk person eller där hemmahörande bolag eller annan juridisk person, som icke har fast driftställe i den förstnämnda staten, skall vara underkastad beskattningsätt i denna förstnämnda stat efter en skattesats av högst 15 procent av utdelningens belopp; dock att i fråga om utdelning som utbetalas av ett bolag i den förstnämnda staten till ett bolag i den andra staten skattesatsen icke skall överstiga 5 procent av utdelningens belopp, om

(a) under den före utbetalningen av utdelningen förflytta delen av det beskattningsåret, som gäller för det utbetalande bolaget, ävensom under hela det nästföregående beskattningsåret minst 50 procent av de aktier i bolaget för vilka rösträtt må utövas hava ägts av det mottagande bolaget eller av detta bolag tillsammans med högst tre andra bolag i den andra staten, i vilket sistnämnda fall dock kräves att intet av bolagen ägt mindre än 10 procent av förenämnda aktier samt,

(b) högst 25 procent av den bruttoinkäkt, som under sagda nästföregående beskattningsår uppburits av det utbetalande bolaget (med undantag för ett bolag i vars verksamhet huvudsakligen ingår att lämna försträckning), utgöras av ränta och utdelning därvid bortses från ränta och utdelning från ett bolag, i vilket det utbetalande bolaget äger minst 50 procent av de aktier för vilka rösträtt må utövas.

(2) Då ett svenskt bolag eller annan svensk juridisk person uppbär utdelning från ett bolag eller annan

other entity the dividends thus derived shall be exempt from Swedish tax; provided that in accordance with the laws of Sweden the dividends would be exempt from tax if both corporations or entities had been Swedish corporations or entities."

(b) By striking out Article VIII and inserting in lieu thereof the following:

"Article VIII"

"Interest on bonds, debentures, other securities and notes, or on any other form of indebtedness received from sources within one of the contracting States by a resident or corporation or other entity of the other State not having a permanent establishment in the former State shall be exempt from tax by such former State."

(c) By striking out Article XII and inserting in lieu thereof the following:

"Article XII"

"1. A resident of one of the contracting States who is temporarily present in the other contracting State solely—

"(a) As a student at a recognized university, college, or school situated in the other contracting State, or

"(b) As a business apprentice, or

"(c) As the recipient of a grant, allowance, or award which is for the primary purpose of study or research from a religious, charitable, scientific, or educational organization,

juridisk person i Förenta Staterna, skall den sålunda uppburna utdelningen vara undantagen från svensk skatt under förutsättning att utdelningen enligt svensk lag skulle vara undantagen från skatt om båda bolagen eller båda juridiska personerna hade varit svenska bolag eller juridiska personer."

(b) Artikel VIII skall utgå och ersättas av följande artikel:

"Artikel VIII"

Ränta å obligationer, debentures, andra värdepapper och skuldsedlar samt varje annat slag av skuld, som från inkomstkällor i en av de avtalsluttande staterna uppbäres av i den andra staten bosatt person eller där hemmahörande bolag eller annan juridisk person, som icke har fast driftställe i den förstnämnda staten, skall vara undantagen från skatt i denna förstnämnda stat."

(c) Artikel XII skall utgå och ersättas av följande artikel:

"Artikel XII"

(1) En fysisk person som är bosatt i en av de avtalsslutande staterna och som tillfälligt vistas i den andra avtalsslutande staten allenaftast såsom

(a) studerande vid erkänt universitet eller erkänd högskola eller skola i den andra avtalsslutande staten, eller

(b) affärspraktikant, eller

(c) innehavare av stipendium, anslag eller annat penningunderstöd avsett huvudsakligen till bidrag för bedrivande av studier eller forskning och utbetalat från en stiftelse eller inrättning med uppgift att främja ett religiöst, välgörande, vetenskapligt eller uppfostrande ändamål,

shall be exempt from tax by the other State on his remittances from abroad derived as remuneration for employment or for the purposes of his maintenance, education, or training.

"2. A resident of one of the contracting States who is temporarily present in the other contracting State, solely for the purpose of training, research, or study, under arrangements with the Government of the other State, shall be exempt from tax by the other State on his remuneration for services directly related to such training, research, or study (including any emoluments or remuneration from his employer abroad), if the amount of such remuneration does not exceed \$10,000.

"3. (a) A resident of one of the contracting States who, at the invitation of a university, college, school or other recognized educational institution situated in the other contracting State, is temporarily present in the other State solely for the purpose of teaching, or engaging in research, or both, at that educational institution shall, for a period not exceeding two years from the date of his arrival in such other State, be exempt from tax by the other State on his remuneration for such teaching or research.

"(b) The preceding subparagraph shall not apply to any remuneration for research carried on for the benefit of any person using or disseminating the results of such research for purposes of profit.

"4. An individual who qualifies for exemption under more than one pro-

skall vara undantagen från beskattning i denna andra stat för belopp, som utbetalas till honom från utlandet såsom ersättning i anledning av arbetsanställning eller till bestridande av hans uppehälle, undervisning eller utbildning.

(2) En fysisk person som är bosatt i en av de avtalsslutande staterna och som i enlighet med överenskommelse med regeringen i den andra avtalsluttande staten tillfälligt vistas i denna andra stat allenast i utbildnings-, forsknings- eller studiesyfte, skall vara undantagen från beskattning i den andra staten för ersättning för personligt arbete, som står i direkt samband med utbildningen, forskningen eller studierna (härunder inbegripen ersättning från utländsk arbetsgivare), om ersättningsbeloppet icke överstiger \$10,000.

(3) (a) En fysisk person som är bosatt i en av de avtalsslutande staterna och som på inbjudan av universitet, högskola, skola eller annan erkänd undervisningsanstalt i den andra avtalsslutande staten tillfälligt vistas i denna andra stat uteslutande i syfte att bedriva undervisning eller forskning eller såväl undervisning som forskning vid ifrågavarande institution, skall under en tidrymd ej överstigande två år räknat från dagen för hans ankomst till den andra staten vara undantagen från beskattning i sistnämnda stat för ersättning, som han uppbär för dylik undervisning eller forskning.

(b) Bestämmelsen i nästföregående punkt skall icke tillämpas å ersättning för forskning bedriven för sådan persons räkning, som använder eller offentliggör resultaten av forskningen i vinstsyfte.

(4) Är en person berättigad till undantag från beskattning enligt mer

vision of the preceding paragraphs of this Article shall be entitled to claim the exemption most favourable to him."

(d) By striking out Article XIV (b) and inserting in lieu thereof the following:

"(b) (1) Sweden, in determining its taxes specified in Article I of this Convention, shall exclude from the basis upon which its taxes are imposed such items of income and property as are exempt from taxation in Sweden under the provisions of this Convention; but the income and property thus excluded may be taken into account by Sweden in the determination of the graduated rate of Swedish tax to be imposed on Swedish residents or corporations or other entities.

"(2) There shall also be allowed by Sweden from its income taxes a deduction offsetting the tax imposed in accordance with this Convention by the United States of America upon such income from sources therein which is not exempt from taxation in Sweden, but in an amount not exceeding that proportion of the Swedish taxes which such income bears to the entire income subject to tax by Sweden."

## ARTICLE II

The provisions of the Protocol between the President of the United States of America and His Majesty the King of Sweden, signed at Washington on March 23, 1939, are hereby modified—

(a) By striking out subparagraph (a) of paragraph 1 and inserting in lieu thereof the following:

är en bestämmelse i föregående paragrafer i denna artikel skall han äga åtnjuta den skattebefrielse som är förmånligast för honom."

(d) Artikel XIV (b) skall utgå och ersättas av följande:

"(b) (1) Vid fastställande av de i artikel I av detta avtal angivna skatterna skall Sverige i det belopp på vilket svensk skatt påföres, icke medtaga sådana inkomster eller förmögenhetstillgångar, vilka enligt bestämmelserna i detta avtal äro undantagna från beskattning i Sverige. Sålunda undantagna inkomster eller förmögenhetstillgångar må dock tagas i beräkning vid fastställande av svensk progressiv skatt som skall påföras i Sverige boende fysiska personer eller där hemmahörande bolag eller andra juridiska personer.

(2) Sverige skall dessutom från sina inkomstskatter medgiva ett avdrag svarande mot den i enlighet med detta avtal av Amerikas Förenta Stater påförla skatten på sådan inkomst från källor därstädes, som ej är undantagen från beskattning i Sverige. Avdraget får dock icke överstiga så stor andel av den svenska skatten, som sagda inkomst utgör i förhållande till hela den inkomst som är föremål för beskattning i Sverige."

## ARTIKEL II

Bestämmelserna i det i Washington den 23 mars 1939 undertecknade protokollet mellan Amerikas Förenta Staters President och Hans Majestät Konungen av Sverige skola ändras på sätt nedan angives:

(a) Punkt 1 (a) skall utgå och ersättas av följande punkt:

"(a) The term 'permanent establishment' means a fixed place of business in which the business of the enterprise is wholly or partly carried on. A permanent establishment shall include especially a place of management; a branch; an office; a factory; a workshop; a mine, quarry, or other place of extraction of natural resources; a building site, or construction or assembly project, which exists for more than twelve months.

"The term 'permanent establishment' shall not be deemed to include:

"(i) The use of facilities solely for the purpose of storage, display, or delivery of goods or merchandise belonging to the enterprise;

"(ii) The maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of storage, display, or delivery;

"(iii) The maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of processing by another enterprise;

"(iv) The maintenance of a fixed place of business solely for the purpose of purchasing goods or merchandise or for collecting information, for the enterprise;

"(v) The maintenance of a fixed place of business solely for the purpose of advertising, for the supply of information, for scientific research or for similar activities which have a preparatory or auxiliary character, for the enterprise.

"A person acting in one of the contracting States on behalf of an enterprise of the other State, other than an agent of an independent status to whom the following sentence applies, shall be deemed to be a permanent

"(a) med uttrycket "fast driftställe" förstas en stadigvarande affärsanordning, i vilken företagets verksamhet helt eller delvis utövas. Såsom fast driftställe anses särskilt plats för företagsledning, filial, kontor, fabrik, verkstad, gruva, stenbrott eller annan plats för utnyttjandet av naturtillgångar, plats för byggnads-, anläggnings- eller installationsarbete som varar mer än tolv månader.

Uttrycket "fast driftställe" skall icke anses innefatta:

(I) användningen av anordningar, avsedda uteslutande för lagring, utställning eller utlämnanade av företaget tillhöriga varor,

(II) innehavet av ett företaget tillhörigt varulager, avsett uteslutande för lagring, utställning eller utlämnanade,

(III) innehavet av ett företaget tillhörigt varulager, avsett uteslutande för bearbetning eller förädling genom ett annat företags försorg,

(IV) innehavet av en stadigvarande affärsanordning avsedd uteslutande för inköp av varor eller införskaffande av upplysningar för företagets räkning,

(V) innehavet av en stadigvarande affärsanordning, avsedd uteslutande för att för företagets räkning ombesörja reklam, meddela upplysningar, bedriva vetenskaplig forskning eller utöva likande verksamhet, under förutsättning att verksamheten är av förberedande eller biträddande art.

En person, som är verksam i en av de avtalsslutande staterna för ett företag i den andra staten—härunder inbegripes icke sådan oberoende representant som avses i nästföljande stycke—behandlas såsom ett fast

establishment in the former State if he has, and habitually exercises in that State, an authority to conclude contracts in the name of the enterprise, unless his activities are limited to the purchase of goods or merchandise for the enterprise.

"An enterprise of one of the contracting States shall not be deemed to have a permanent establishment in the other State merely because it carries on business in that other State through a broker, general commission agent, or any other agent of an independent status, where such persons are acting in the ordinary course of their business.

"The fact that a corporation of one of the contracting States controls or is controlled by a corporation which is a corporation of the other State, or which carries on business in that other State (whether through a permanent establishment or otherwise), shall not of itself constitute either corporation a permanent establishment of the other."

(b) By striking out the second and third sentences of paragraph 6 and inserting in lieu thereof the following:

"In the application of the provisions of this Convention the benefits of the internal revenue laws of United States, relating to credits for foreign taxes, shall be accorded."

(c) By striking out paragraph 7 and inserting in lieu thereof the following:

"7. The citizens of one of the contracting States shall not, while resident in the other State, be subject therein to other or more burdensome taxes than are citizens of that other State residing in its territory. The term 'citizens' as

driftställe i den förstnämnda staten om han innehavar och i den förstnämnda staten regelbundet använder en fullmakt att sluta avtal i företagets namn samt verksamheten icke begränsas till inköp av varor för företagets räkning.

Ett företag i en av de avtalslutanande staterna anses icke hava ett fast driftställe i den andra staten allenast på den grund, att företaget uppehåller affärsförbindelser i den andra staten genom förmedling av en mäklare, kommissionär eller annan oberoende representant, under förutsättning att dessa personer därvid fullgöra uppdrag, vilka tillhöra deras vanliga affärsverksamhet.

Den omständigheten, att ett bolag i en av de avtalslutanande staterna kontrollerar eller kontrolleras av ett bolag, som är ett bolag i den andra staten eller som uppehåller affärsförbindelser i denna andra stat (antingen genom ett fast driftställe eller annorledes), skall icke i och för sig medföra att någotdera bolaget betraktas såsom ett fast driftställe för det andra bolaget."

(b) I punkt 6 skola andra och tredje meningarna utgå och ersättas av följande:

"Vid tillämpningen av detta avtal skola de förmåner medgivnas, som inbegripas i Förenta Staternas nationella skattelagar beträffande avdrag för utländska skatter."

(c) Punkt 7 skall utgå och ersättas av följande punkt:

"7. Medborgare i en av de avtalslutanande staterna skola icke då de äro bosatta i den andra staten där underkastas andra eller mera tungande skatter än dem, som påföras denna andra stats egna, där bosatta medborgare. Uttrycket "medbor-

used in this paragraph, includes also all legal persons, partnerships, and associations created or organized under the laws in force in the respective contracting State. In this paragraph the word 'taxes' means taxes of every kind or description, whether Federal State, or municipal."

(d) By striking out paragraph 13 and inserting in lieu thereof the following:

"13. As used in this Convention the term 'competent authority' or 'competent authorities' means, in the case of the United States of America, the Secretary of the Treasury or his authorized representative and, in the case of Sweden, the Minister of Finance or his authorized representative."

### ARTICLE III

(1) The present supplementary Convention shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

(2) The provisions of the present supplementary Convention (other than Article I (a) thereof) shall become effective with respect to taxable years beginning on or after January 1, 1963. Article VII of the Convention of March 23, 1939, as revised by Article I (a) of the present supplementary Convention, shall become effective for taxable years beginning on or after the first day of January following the exchange of the instruments of ratification.

(3) The present supplementary Convention shall continue effective indefinitely as though it were an integral part of the Convention and Protocol signed on March 23, 1939, but subject to the provisions of Article XXII of that Convention with respect to termination.

gare" i denna punkt innehållar även alla juridiska personer, kompanjoner och sammanslutningar som bildats eller organiserats jämligt gällande lagar i respektive avtalslant. Med uttrycket "skatter" förstås i denna punkt skatter av varje slag och beskaffenhet, federala skatter och delstatsskatter såväl som kommunala skatter härunder inbegripna."

(d) Punkt 13 skall utgå och ersättas av följande punkt:

"13. Uttrycken "behörig myndighet" eller "behöriga myndigheter" enligt detta avtal betyda för Förenta Staternas vidkommande "the Secretary of the Treasury" eller hans befullmäktigade ombud och för Sveriges vidkommande finansministern eller hans befullmäktigade ombud."

### ARTIKEL III

(1) Detta tilläggsavtal skall ratificeras och ratifikationshandlingarna skola utväxlas i Washington snarast möjligt.

(2) Tilläggsavtalets bestämmelser/med undantag för artikel I (a)/ skola äga tillämpning i avseende å beskattningsår, som börja å eller efter den 1 januari 1963. Artikel VII i avtalet den 23 mars 1939, sådan denna artikel lyder jämlikt artikel I (a) i detta tilläggsavtal, skall äga tillämpning för beskattningsår, som börja å eller efter den 1 januari närmast efter utväxlingen av ratifikationshandlingarna.

(3) Detta tilläggsavtal skall förbliva i kraft utan tidsbegränsning såsom en integrerande del av det den 23 mars 1939 undertecknade avtalet och det därtill hörande protokollet, varvid bestämmelserna om uppsägning i artikel XXII av sagda avtal skola iakttagas.

IN WITNESS WHEREOF, the above-named Plenipotentiaries have signed the present supplementary Convention and have affixed thereto their respective seals.

DONE at Stockholm, in duplicate, in the English and Swedish languages, both texts being equally authentic, this 22nd day of October, 1963.

Till bekräftelse härå hava ovan-nämnda befullmäktigade ombud under-tecknat detta avtal och försett detsamma med sina respektive sigill.

Som skedde i Stockholm i två exemplar, på engelska och svenska språken, vilka båda texter äga lika vitsord, den 22 oktober 1963.

FOR THE PRESIDENT OF THE UNITED STATES OF AMERICA:

J. GRAHAM PARSONS

FÖR HANS MAJESTÄT KONUNGEN AV SVERIGE:

(Med förbehåll för ratifikation efter Riksdagens godkännande)

TORSTEN NILSSON

[SEAL]

WHEREAS the Senate of the United States of America, by their resolution of July 29, 1964, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid supplementary convention;

WHEREAS the aforesaid supplementary convention was duly ratified by the President of the United States of America on August 5, 1964, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the Kingdom of Sweden;

WHEREAS it is provided in Article III of the aforesaid supplementary convention that the instruments of ratification shall be exchanged at Washington, that the aforesaid supplementary convention (other than Article 1 (a) thereof) shall become effective with respect to taxable years beginning on or after January 1, 1963, and that Article VII of the convention of March 23, 1939 as revised by Article 1 (a) of the aforesaid supplementary convention shall become effective for taxable years beginning on or after the first day of January following the exchange of the instruments of ratification;

AND WHEREAS the respective instruments of ratification of the aforesaid supplementary convention were duly exchanged at Washington on September 11, 1964 by the respective Plenipotentiaries of the United States of America and the Kingdom of Sweden;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the aforesaid supplementary convention of October 22, 1963 to the end that it and each and every article and clause thereof may 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 on and after September 11, 1964, effective as provided in Article III of the aforesaid supplementary convention.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eighteenth day of September  
in the year of our Lord one thousand nine hundred sixty-  
[SEAL] four and of the Independence of the United States of  
America the one hundred eighty-ninth.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

## CANADA.

## **Establishment of Long Range Aid to Navigation (LORAN-C) Station in Newfoundland**

*Agreement effected by exchange of notes  
Signed at Ottawa September 16, 1964;  
Entered into force September 16, 1964.*

*The American Ambassador to the Canadian Secretary of State for  
External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Ontario, September 16, 1964*

No. 72

SIR:

I have the honor to refer to discussions between officials of our two Governments concerning the construction of a LORAN-C Station and its associated Monitor Control Station in Newfoundland.

On the instructions of my Government I wish to propose that our two Governments enter into an Agreement for the construction, operation and maintenance of a LORAN-C Station in Newfoundland, probably in the vicinity of Cape Race, and a Monitor Control Station at a site yet to be determined. These stations will be constructed by the United States Coast Guard and operated and maintained by an agency of the Canadian Government at the expense of the United States Government. The construction, operation and maintenance of the proposed stations will be subject to the terms and conditions contained in the Annex to this Note. It is understood that the carrying out of this Agreement is subject to the availability of appropriated funds on the part of the United States.

It is agreed that establishment of the proposed LORAN-C station in Canada will not prejudice the position of the Government of Canada regarding adoption of an international long distance radio-navigation system, or preclude the erection of Canadian stations to participate in any such system.

This Agreement shall remain in force for a period of ten years and for such additional periods as may be agreed upon by the two Governments. Either Government may after consultation with the other Government, and upon the giving of suitable advance notice in writing of its intent, terminate the Agreement at any time. In determining the amount of advance notice which shall be given to the United States

under this provision, the Government of Canada agrees to be guided by the consideration of the length of time required by the United States to relocate the station, to construct a new station, or to make such other arrangements as are required in connection with the operation of the LORAN-C System. In determining the amount of advance notice which shall be given to Canada under this provision, the Government of the United States agrees to be guided by the consideration of the length of time required by Canada to accomplish an orderly phasing out of the station's participation in the LORAN-C System.

If the foregoing is acceptable to the Canadian Government, I have the further honor to propose that this Note, together with its Annex, and your Note in reply to that effect shall constitute an Agreement between our two Governments regarding this matter, which shall enter into force on the date of your reply.

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

W. W. BUTTERWORTH

The Honourable

PAUL MARTIN,

*Secretary of State for External Affairs,  
Ottawa.*

ANNEX

**Terms and Conditions Governing the Establishment, Maintenance and Operation of a LORAN-C Station and its Associated Monitor Control Station in Newfoundland**

**1. Cooperating Agencies**

The project shall be conducted by Cooperating Agencies designated by each Government. On the part of the Government of the United States of America the Cooperating Agency will be the United States Coast Guard, (hereinafter referred to as U.S.C.G.) and on the part of the Government of Canada the Cooperating Agency will be the Department of Transport, (hereinafter referred to as D.O.T.). Either Government may change the designation of its Cooperating Agency by means of a notice in writing to the other Government.

**2. Site Selection**

The LORAN-C Transmitting Station and the LORAN-C Monitor Control Station shall be constructed in the Province of Newfoundland, at sites to be selected by mutual agreement of the Cooperating Agencies.

### 3. Land Acquisition

Land required as sites for the stations shall be acquired by the D.O.T. and ownership shall be vested in the Crown, in right of Canada.

### 4. Station Operation

The D.O.T. shall be responsible for operation of the stations, it being understood that the stations constitute two elements of an operational LORAN-C System, and, consequently, will be operated in accordance with the requirements of that system. Management and staffing of the station will be a responsibility of the D.O.T. United States personnel may be located at the station for assistance, training and liaison purposes. Canadian personnel may similarly be assigned to existing U.S. operated LORAN-C stations or to established U.S. training stations for familiarization, training, or liaison.

U.S.C.G. personnel located at the Newfoundland Station in accordance with the preceding paragraph, may for administrative purposes, be regarded as members of the U.S.C.G. detachment at Argentia.

### 5. Financing

(a) All capital and operation costs of the project shall be borne by the United States. It is understood that the U.S.C.G. will, in so far as practicable with regard to the technical direction of the overall project, make every effort to utilize Canadian labor and materials to the maximum extent feasible in establishment and operation of the station. This intention will be further specified in agreements between the two Cooperating Agencies.

(b) The rates of pay and working conditions for labor will be established after consultation with the Canadian Department of Labour in accordance with the Canadian Fair Wages and Hours of Labour Act of 1935.

(c) The question of possible Canadian participation in the operating costs of the station will be considered at a later date.

### 6. Immigration and Customs Regulations

Each Government will take the necessary steps, in accordance with its immigration and customs regulations and subject to such controls as are mutually agreed by the Cooperating Agencies, to facilitate the admission into its territory of such personnel, with their personal possessions, as may be assigned by the other Government to participate in the cooperative program.

### 7. Taxes

Each Government shall, to the extent permitted by its national legislation, grant relief from all taxes or customs duties on materials

and equipment used in the construction or operation of the LORAN-C Transmitter and Monitor Control Stations. In particular, Canada shall grant remission of customs duties and excise taxes on goods imported specifically for the purpose of these facilities and of Federal sales and excise taxes on goods purchased in Canada which are or are to become the property of the United States and are to be used in the construction, maintenance or operation of these facilities. Canada shall also grant refunds by way of drawback of the custom duty paid on goods imported by Canadian manufacturers specifically for the purpose of these facilities and used in the manufacture or production of goods purchased by or on behalf of the United States and to become the property of the United States in connection with the establishment, maintenance and operation of the facility.

#### 8. Technical Characteristics of the LORAN-C Station

- (a) Assigned frequency - 100 kc/s
- (b) Transmitting power - 4 Megawatt peak  
Transmitter duty cycle approximately 0.02
- (c) Emission 20 P 9
- (d) Power spectrum - In accordance with Article 5, No. 166 of the ITU Radio Regulations (Geneva 1959)<sup>[1]</sup> at least 99% of the total power of the emissions shall be confined within the band 90 - 110 kc/s, and such emissions shall not cause harmful interference outside that band to stations operating in accordance with the aforementioned Radio Regulations.

#### 9. Harmful Interference

The LORAN-C station shall be operated in accordance with the Table of Frequency Allocations, Article 5 of the Radio Regulations (Geneva, 1959) and Footnote No. 166 thereto. Should interference problems arise the U.S.C.G. and the D.O.T. will cooperate in resolving such problems through the application of all reasonable and practicable technical measures.

If the LORAN-C emissions cause harmful interference to other radio services outside the band 90 - 110 kc/s, the D.O.T., after notifying the U.S.C.G., may shut down the LORAN-C facility until the interference is mitigated, except for brief test transmissions. The U.S.C.G. agrees to take all necessary measures to resolve such problems of harmful interference and to assume responsibility for any resultant expenditures.

The United States Government agrees to cooperate with Canada in finding suitable replacement frequencies for any existing or

<sup>[1]</sup>TIAS 4893; 12 UST 2416.

planned Canadian frequency assignments displaced by LORAN-C transmissions of this station.

#### 10. Telecommunications

The provision of telecommunication circuits, both land line and radio (including the assignment of frequencies) will be the subject of consultations between the U.S.C.G. and the D.O.T., having regard to the desirability of using existing circuits and, wherever possible, existing Canadian public circuits. The U.S.C.G. shall provide for communication links outside of Canada.

#### 11. Ownership of Removable Property

The Government of the United States shall retain ownership of any removable property (including readily demountable structures) it provides or pays for in connection with the stations. The Government of the United States shall have the right to remove or dispose of all such property on termination of this agreement, or, to the extent it is no longer required for the operation of the stations, at other times. Removal or disposal of such United States Government property shall not be delayed beyond a reasonable time after the date upon which the operation of the stations has been discontinued. The disposal of United States Government excess property in Canada shall be carried out in accordance with the provisions of the agreement between the United States and Canada concerning the disposal of excess property, effected by Exchange of Notes at Ottawa on August 28, and September 1, 1961.<sup>[1]</sup>

#### 12. Agreement Between Cooperating Agencies

Subsidiary arrangements for the purpose of implementing this Agreement may be entered into by the Cooperating Agencies. Such subsidiary arrangements may be modified by the Cooperating Agencies as necessary from time to time, within the purposes of the present Agreement.

#### 13. Protection of Wildlife and Objects of Historical Interest

No game, fish or wildlife shall be taken or molested by members of the construction force or personnel on the station staff, except as permitted by Canadian law.

No objects of archaeological interest or historical significance will be disturbed or removed from Canada.

#### 14. Information

(a) The scientific and technical information derived by the appropriate authorities of each Government pursuant to this Agreement shall be made available to the appropriate authorities of the other Government.

<sup>1</sup> TIAS 4841; 12 UST 1228.

(b) The public release of information concerning the matter of this Agreement will in all cases be subject to prior consultation and agreement between the appropriate authorities of the two Governments.

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*The Canadian Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 143

OTTAWA, September 16, 1964.

EXCELLENCY:

I have the honour to acknowledge receipt of your Note No. 72 dated September 16, 1964, concerning the construction, maintenance and operation of a LORAN-C Station and its associated Monitor Control Station in Newfoundland.

The Government of Canada accepts your proposal that our two Governments conclude an Agreement on this subject in accordance with the terms set out in your Note and its Annex.

I therefore accept your further proposal that your Note and its Annex, together with this reply, shall constitute an Agreement between our two Governments on this subject with effect from this date.

PAUL MARTIN  
Secretary of State  
for External Affairs

His Excellency W. WALTON BUTTERWORTH,  
*Ambassador of the United States,*  
*Ottawa, Ontario.*

# KUWAIT

## Parcel Post

*Agreement and detailed regulations*

*Signed at Kuwait October 9, 1963, and at Washington October 21,  
1963;*

*Approved and ratified by the President of the United States of  
America January 22, 1964;*

*Entered into force September 16, 1964.*

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### PARCEL POST AGREEMENT

between

THE POSTAL ADMINISTRATION

of

THE UNITED STATES OF AMERICA

and

THE POSTAL ADMINISTRATION

of

THE STATE OF KUWAIT

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**PARCEL POST AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF THE UNITED STATES OF AMERICA AND THE POSTAL ADMINISTRATION OF THE STATE OF KUWAIT**

The undersigned, for and on behalf of the Postal Administrations of the United States of America and of the State of Kuwait, duly authorized by their respective governments, have by mutual consent agreed to the following Articles:

**Article I**

**Object of the Agreement**

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

**Article II**

**Transit Parcels**

1. Each Postal Administration agrees to accept in transit through its service, to or from any country with which it has parcel-post communication, parcels originating in, or addressed for delivery in the service of, the other contracting Administration.
2. Each Postal Administration shall inform the other to which countries parcels may be sent through it as intermediary, and the amount of the charges due to it therefor, as well as other conditions.
3. To be accepted for onward transmission, parcels sent by one of the contracting Administrations through the service of the other Administration must comply with the conditions prescribed from time to time by the intermediate Administration.

**Article III**

**Postage and Fees**

1. The Administration of origin is entitled to collect from the sender of each parcel the postage and the fees for requests for information as to the disposal of a parcel made after it has been posted, and also, in the case of insured parcels, the insurance fees and the fees for return receipts that may from time to time be prescribed by its regulations.
2. Except in the case of returned or redirected parcels, the postage and such of the fees mentioned in the preceding section as are applicable must be paid in advance.

## Article IV

### Preparation of Parcels

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

## Article V

### Prohibitions

1. The following articles are prohibited transmission by parcel post:

- (a) A letter or a communication having the character of an actual and personal correspondence. Nevertheless, it is permitted to enclose in a parcel an open invoice confined to the particulars which constitute an invoice, and also a single copy of the address of the parcel, that of the sender being added.
- (b) An enclosure which bears an address different from that placed on the cover of the parcel.
- (c) Any live animal, except bees.
- (d) Any article the admission of which is forbidden by the customs or other laws or regulations in force in either country.
- (e) Any explosive or inflammable article and, in general, any article the conveyance of which is dangerous, including articles which from their nature or packing may be a source of danger to postal employees or may soil or damage other articles.
- (f) Articles of an obscene or immoral nature.

It is forbidden to send coin, bank notes, currency notes, or any kind of securities payable to bearer; platinum, gold, or silver (whether manufactured or unmanufactured); precious stones, jewelry, or other precious articles in uninsured parcels.

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

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

3. The fact that a parcel contains a letter, or a communication having the nature of a letter, may not in any case entail return of the parcel to the sender. The letter, however, is marked for collection of postage calculated at double the rate applicable to the letter service from the country of origin to the country of destination.

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

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

## Article VI

### Insurance

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

2. A parcel cannot give rise to the right to an indemnity higher than the actual value of its contents, but it is permissible to insure it for only part of that value.

## Article VII

### Responsibility. Indemnity

1. The Postal Administration of the United States of America will not be responsible for the loss, abstraction or damage of an uninsured parcel.

The Postal Administration of the State of Kuwait will apply the provisions of Article 35 of the UPU Parcel Post Agreement, Ottawa 1957, in respect of uninsured parcels suffering abstraction, loss or damage whilst in its custody or control.

2. Except in the cases mentioned in the Article following, the contracting Administrations are responsible for the loss of insured parcels mailed in one of the two countries for delivery in the other and for the loss, abstraction of, or damage to their contents or a part thereof.

The sender or other rightful claimant, is entitled to compensation corresponding to the actual amount of the loss, abstraction, or damage. The amount of indemnity is calculated on the basis of the actual value (current price or, in the absence of current price, the ordinary estimated value) at the place where and the time when the parcel was accepted for mailing; provided in any case that the indemnity may not be greater than the amount for which the parcel was insured and on which the insurance fee has been collected, or the maximum amount of 500 gold francs.

In cases where the loss, damage, or abstraction occurs in the service of the country of destination, the Administration of destination may pay compensation to the addressee at its own expense and without

consulting the Administration of origin; provided that the addressee can prove that the sender has waived his rights in the addressee's favor.

3. No indemnity is paid for indirect damages or loss of profits resulting from the loss, rifling, damage, non-delivery, misdelivery, or delay of an insured parcel dispatched in accordance with the conditions of the present Agreement.

4. In the case where indemnity is payable for the loss of a parcel or for the destruction or abstraction of the whole of the contents thereof, the sender is entitled to return of the postal charges, if claimed. However, the insurance fees are not returned in any case.

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

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

## Article VIII

### Exceptions to the Principle of Responsibility

1. The two Administrations are relieved from all responsibility:

(a) When the parcel has been delivered to the addressee or it has been returned to the sender, and the addressee or the sender, as the case may be, has accepted delivery without any reservation.

(b) In case of loss or damage through force majeure, although either Administration may at its option and without recourse to the other Administration pay indemnity for loss or damage due to force majeure even in cases where the Administration of the country in the service of which the loss or damage occurred recognizes that the damage was due to force majeure. The Administration responsible for the loss, abstraction, or damage must decide in accordance with the internal

legislation of the country whether this loss, abstraction, or damage was due to circumstances constituting a case of force majeure.

(c) When, their responsibility not having been proved otherwise, they are unable to account for parcels in consequence of the destruction of official documents through force majeure.

(d) When the damage has been caused by the fault or negligence of the sender, or the addressee, or the representative of either; or when it is due to the nature of the article.

(e) For parcels which contain prohibited articles.

(f) In case the sender of an insured parcel, with intent to defraud, shall declare the contents to be above their real value; this rule, however, shall not prejudice any legal proceedings necessitated by the legislation of the country of origin.

(g) For parcels seized by the Customs because of false declaration of contents.

(h) When no inquiry or application for indemnity has been made by claimant or his representative within a year commencing with the day following the posting of the insured parcel.

(i) For parcels which contain matter of no intrinsic value or perishable matter, or which did not conform to the stipulations of this Agreement, or which were not posted in the manner prescribed; but the Administration responsible for the loss, rifling, or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

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

## Article IX

### Termination of Responsibility

1. The two Administrations shall cease to be responsible for parcels which have been delivered in accordance with their internal regulations and of which the owners or their agents have accepted delivery.

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

## Article X

### Payment of Compensation

1. The payment of compensation shall be undertaken by the Administration of origin except in the cases indicated in Article VII, Section 2, where payment is made by the Administration of destination. The Administration of origin of an insured parcel may, however, after

obtaining the sender's consent, authorize the Administration of destination to settle with the addressee. The paying Administration retains the right to make a claim against the Administration responsible.

2. The payment of compensation in respect of uninsured parcels by the Postal Administration of the State of Kuwait as provided for in Article VII, paragraph 1 of this Agreement, shall be made to the addressee in the case of an inward parcel, or the sender, in the case of an outward parcel, and any such sums paid are not claimable from the Administration of the United States of America.

## Article XI

### Period for Payment of Compensation

1. The payment of compensation for an insured parcel shall be made to the rightful claimant as soon as possible and at the latest within a period of one year counting from the day following that on which the application is made.

However, the Administration responsible for making payment may exceptionally defer payment of indemnity for a longer period than that stipulated if, at the expiration of that period, it has not been able to determine the disposition made of the article in question or the responsibility incurred.

2. Except in cases where payment is exceptionally deferred as provided in the second paragraph of the foregoing Section, the Postal Administration which undertakes the payment of compensation is authorized to pay indemnity on behalf of the Office which, after being duly informed of the application for indemnity, has let nine months pass without settling the matter.

## Article XII

### Fixing of Responsibility

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

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

3. If, in the case of a parcel dispatched from one of the two countries for delivery in the other, the loss, damage, or abstraction has occurred in course of conveyance without its being possible to prove in

the service of which country the irregularity took place, the two Administrations shall bear the amount of compensation in equal shares.

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

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

### Article XIII

#### Repayment of Compensation

1. The Administration responsible for the loss, rifling, or damage and on whose account the payment is effected, is bound to repay the amount of the indemnity to the Administration which has effected payment. This reimbursement must take place without delay and at the latest within the period of nine months after notification of payment.

2. These repayments to the creditor Administration must be made without expense for that Office, by money order or draft, in money valid in the creditor country or in any other way to be agreed upon mutually by correspondence.

### Article XIV

#### Certificate of Mailing. Receipts

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

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

### Article XV

#### Return Receipts and Inquiries

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

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

3. A fee may also be charged, at the option of the Administration of origin, in connection with any complaint of any irregularity which *prima facie* was not due to the fault of the Postal Service.

### Article XVI

#### Customs Charges

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

### Article XVII

#### Customs Charges to be Canceled

The Administrations agree to cancel customs duties and other non-postal charges on parcels which are returned to the country of origin, abandoned by the senders, destroyed because the contents are completely damaged, or redirected to a third country.

### Article XVIII

#### Fee for Customs Clearance

The office of delivery may collect from the addressee either in respect of delivery to the customs and clearance through the customs, or in respect of delivery to the customs only, a fee not exceeding 80 gold centimes per parcel or such other fee as it may from time to time fix for similar services in its parcel-post relations with other countries generally.

### Article XIX

#### Delivery to the Addressee. Fee for Delivery at the Place of Address

Parcels, or an intimation of the arrival of a parcel or parcels, are delivered to the addressees as quickly as possible in accordance with the conditions in force in the country of destination. The Administration of that country may collect in respect of delivery of parcels to the addressee a fee not exceeding 50 gold centimes per parcel or such other fee as it may from time to time fix for similar services in its parcel-post relations with other countries generally. The same fee may be charged if the case arises, for each presentation after the first at the addressee's residence or place of business.

**Article XX****Warehousing Charge**

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

**Article XXI****Missent Parcels**

Parcels received out of course, or wrongly allowed to be dispatched, shall be retransmitted or returned in accordance with the provisions of the Detailed Regulations.

**Article XXII****Redirection**

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

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

**Article XXIII****Nondelivery**

1. If a parcel is undeliverable, or is refused, it shall be returned without charge, through the appropriate exchange offices of the two contracting Administrations. The country of origin may collect from the sender for the return of the parcel, a charge equal to the amount required to fully prepay the postage thereon when originally mailed.

2. The sender must state at the time of mailing, that, if the parcel cannot be delivered as addressed, it may be either (a) tendered for delivery at a second address in the country of destination, (b) treated as abandoned or (c) returned to sender. No other alternative is per-

missible. The request must appear on the parcel and the customs declaration and, where applicable, on the dispatch note, and must be in conformity with or analogous to, one of the following forms:

“If undeliverable as addressed, deliver to . . .”

“If undeliverable as addressed, abandon.”

“If undeliverable as addressed, return to sender.”

3. In the absence of a request by the sender to the contrary, a parcel which cannot be delivered shall be returned to the sender without previous notification and at his expense thirty days after its arrival at the office of destination. Insured parcels shall be returned as such.

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

#### Article XXIV

##### Sale. Destruction

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

#### Article XXV

##### Abandoned Parcels

Parcels which cannot be delivered to the addressees and which the senders have abandoned shall not be returned by the Administration of destination, but shall be treated in accordance with its legislation. No claim shall be made by the Administration of destination against the Administration of origin in respect of such parcels.

#### Article XXVI

##### Charges

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

2. In case of reforwarding or return to origin of a parcel, if new postage and new insurance fees (in the case of insured parcels) are collected by the redispaching office, the parcel is treated as if it had originated in that country. Otherwise, the redispaching office recovers from the other office the quota due to it, namely, as the case may be:

(a) The charges prescribed by Section 1 above.

(b) The charges for reforwarding or return.

3. The sums to be paid for a parcel in transit, that is, parcels destined either for a possession or for a third country, are either indicated in the Detailed Regulations or may be fixed by each Administration and advised by correspondence.

### Article XXVII

#### Air Parcels

The Postal Administrations of the two countries have the right to fix by mutual consent the air surtax and other conditions in the case where the parcels are conveyed by air routes.

### Article XXVIII

#### Miscellaneous Provisions

1. The francs and centimes mentioned in this Agreement are gold francs and centimes as defined in the Universal Postal Union Convention.
2. Parcels shall not be subjected to any postal charges other than those contemplated in this Agreement, except by mutual consent of the two Administrations.
3. In extraordinary circumstances either Administration may temporarily suspend the parcel post, either entirely or partially, on condition of giving immediate notice, if necessary by telegraph, to the other Administration.

### Article XXIX

#### Matters not Provided for in the Present Agreement

1. Unless they are provided for in the present Agreement, all questions concerning requests for recall or return of parcels, obtaining and disposition of return receipts, and adjustment of indemnity claims in connection with insured parcels shall be governed by the provisions of the Universal Postal Convention and its Regulations of Execution insofar as they are applicable and are not contrary to the foregoing provisions. If the case is not provided for at all, the domestic legislation of the United States of America or of the State of Kuwait or the decisions made by one country or the other are applicable in the respective country.
2. The details relative to the application of the present Agreement will be fixed by the two Administrations in the Detailed Regulations, the provisions of which may be modified or completed by mutual consent by way of correspondence.
3. The two Administrations may notify each other of their laws, ordinances and tariffs concerning the exchange of parcel post. They must advise each other of all modifications in rates which may be subsequently made.

### Article XXX

#### Entry into Force and Duration of Agreement

This Agreement shall become effective on a date to be mutually settled between the Administrations of the two countries.

It shall remain in effect as long as it has not been terminated six months in advance by one or the other of the two Administrations.

Done in duplicate and signed at Kuwait, the Nineth day of October 1963 and at Washington, the 21st day of October, 1963.

MARZOOK M. AL-MARZOOK  
*Deputy Under Secretary*  
Marzook M. Al-Marzook

[SEAL]

JOHN A. GRONOUSKI  
*Postmaster General of the*  
*United States of America*

**DETAILED REGULATIONS FOR THE EXECUTION OF THE  
PARCEL POST AGREEMENT**

The following Detailed Regulations for the Execution of the Parcel Post Agreement have been agreed upon by the Postal Administrations of the United States of America and the State of Kuwait.

**Article 1****Circulation**

1. Each Administration shall forward by the routes and means which it uses for its own parcels, parcels delivered to it by the other Administration for conveyance in transit through its territory.

2. Missent parcels shall be retransmitted to their proper destination by the most direct route at the disposal of the office retransmitting them. Insured parcels, when missent, may not be reforwarded to their destination except as insured mail. If this is impossible, they must be returned to origin.

**Article 2****Limits of Weight and Size**

1. The parcels to be exchanged under the provisions of this Agreement may not exceed 22 pounds (10 kilograms) in weight nor the following dimensions:

Greatest combined length and girth, 6 feet. Greatest length 3½ feet.

In regard to the exact calculation of the weight and dimensions, the indications furnished by the dispatching office will be accepted save in the case of obvious error.

2. The limit of weight and maximum dimensions stated above may be changed from time to time by agreement made through correspondence.

**Article 3****Receptacles**

1. The Postal Administrations of the two countries shall provide the respective bags necessary for the dispatch of their parcels and each bag shall be marked to show the name of the office or country to which it belongs.

2. Bags must be returned empty to the dispatching office, made up in bundles to be enclosed in one of the bags. The total number of bags returned shall be entered on the relative parcel bills.

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

#### Article 4

##### Method of Exchange of Parcels

1. The parcels shall be exchanged in sacks duly fastened and sealed by the offices appointed by agreement between the two Administrations and shall be dispatched to the country of destination by the country of origin at its cost and by such means as it provides.

2. Insured parcels shall be enclosed in separate sacks from those in which ordinary parcels are contained and the labels of sacks containing insured parcels shall be marked with such distinctive symbols as may from time to time be agreed upon.

3. The weight of any sack of parcels shall not exceed 40 kilograms (88 pounds).

#### Article 5

##### Fixing of Equivalents

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

#### Article 6

##### Preparation of Parcels

Every parcel shall:

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

(b) Be packed in a manner adequate for the length of the journey and for the protection of the contents.

Articles liable to injure postal employees or to damage other parcels shall be so packed as to prevent any risk.

## Article 7

### Special Packing

Liquids and easily liquefiable substances must be packed in a double receptacle. Between the inner receptacle (bottle, flask, box, etc.) and the outer receptacle (box of metal, strong wood, strong corrugated cardboard, or strong carton of fibreboard, or receptacle of equal strength), there must be left a space to be filled with sawdust, bran, or other absorbent material, in sufficient quantity to absorb all the liquid in case the receptacle is broken.

2. Dry coloring powders, such as aniline blue, etc., are admitted only in resistant metal boxes which in turn are placed in boxes of wood or strong corrugated cardboard, with sawdust or any other absorbent or protective matter between the two containers. Dry non-coloring powders must be placed in boxes of metal, wood or cardboard. These boxes should in turn, be enclosed in a linen, parchment or heavy paper cover.

## Article 8

### Customs Declarations and Dispatch Notes

1. The sender shall prepare one customs declaration for each parcel sent from either country, upon a special form provided for the purpose by the country of origin.

The customs declarations shall give an accurate statement of the contents and value thereof, date of mailing, actual weight, the sender's name and address, and the name and address of the addressee, and shall be securely attached to the parcel.

2. For each parcel sent from the United States to Kuwait, the sender shall also prepare one dispatch note in accordance with the forms in use. The dispatch note shall be securely attached to the parcel to which it relates.

3. The two Administrations accept no responsibility for the accuracy of that part of the customs declaration or of the dispatch note filled in by the public.

## Article 9

### Return Receipts

1. As to an insured parcel for which a return receipt is asked, the office of origin places on the parcel the letters or words "A.R." or "Avis de reception", or "Return receipt requested". The office of origin or any other office appointed by the dispatching Administration shall fill out a return receipt form and attach it to the parcel. If the form does not reach the office of destination, that office makes out a duplicate.

2. The office of destination, after having duly filled out the return receipt form, returns it free of postage to the address of the sender of the parcel.

3. When the sender applies for a return receipt after a parcel has been mailed, the office of origin duly fills out a return receipt form and attaches it to a form of inquiry which is entered with the details concerning the transmission of the parcel and then forwards it to the office of destination of the parcel. In the case of the due delivery of the parcel, the office of destination withdraws the inquiry form, and the return receipt is treated in the manner prescribed in the foregoing Section.

### Article 10

#### Indication of Insured Value

Every insured parcel and the relative customs declaration and, in the case of parcels sent to Kuwait, the dispatch note, shall bear an indication of the insured value in the currency of the country of origin. The indication on the parcel shall be both in Roman letters written in full and in Arabic figures. The amount of the insured value shall be converted into gold francs by the Administration of origin. The result of the conversion shall be indicated distinctly by new figures placed beside or below those representing the amount of the insured value in the currency of the country of origin.

### Article 11

#### Insurance Numbers, Labels, Seals

1. Each insured parcel must bear on the address side, an insurance number and must bear a label with the word "Insured" or "Valeur Déclarée". The word used may be marked or stamped on the parcel. The insurance number will also be shown on the customs declaration, and, for parcels sent to Kuwait, on the dispatch note.

2. The wax or other seals, the labels of whatever kind and any postage stamps affixed to insured parcels shall be so spaced that they cannot conceal injuries to the cover. Neither shall the labels or postage stamps, if any, be folded over two sides of the wrapping so as to hide the edge.

### Article 12

#### Sealing of Parcels

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

2. Every insured parcel shall be sealed by means of wax or by lead or other seals, the seals being sufficient in number to render it impossible to tamper with the contents without leaving an obvious trace of violation. Either Administration may require a special design or mark of the sender on the sealing of insured parcels mailed in its service, as a means of protection.

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

### Article 13

#### Indication of Weight of Insured Parcels

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

- (a) On the address side of the parcel.
- (b) On the customs declaration, in the place reserved for this purpose.
- (c) On the dispatch note, in the case of parcels sent to Kuwait.

### Article 14

#### Place of Posting

Each parcel and the relative customs declaration shall bear the name of the office and the date of posting. These will also be shown on the dispatch note, in the case of parcels sent to Kuwait.

### Article 15

#### Retransmission

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

When an Administration returns such a parcel to the country from which it has been directly received, it shall refund the credits received and report the error by means of a verification note.

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

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

3. The charges on a parcel redirected to a third country shall be claimed from the Administration to which the parcel is forwarded;

unless the charge for conveyance is paid at the time of redirection, in which case the parcel shall be dealt with as if it had been addressed directly from the retransmitting country to the new country of destination. In case the Administration of the third country to which the parcel is forwarded refuses to assume the charges because they cannot be collected from the sender or the addressee, as the case may be, or for any other reason, they shall be charged back to the Administration of origin.

4. In the case of a parcel returned or reforwarded in transit through one of the two Administrations to or from the other, the intermediary Administration may claim also the sum due to it for any additional territorial or sea service provided, together with any amounts due to any other Administration or Administrations concerned.

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

## Article 16

### Return of Undeliverable Parcels

1. If the sender of an undeliverable parcel has made a request not provided for by Article XXIII Section 2, of the Agreement, the Administration of destination need not comply with it but may return the parcel to the country of origin, after retention for the prescribed period.

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

3. A parcel to be returned to the sender shall be entered individually on the parcel bill with the word "Returned" in the "Observations" column.

## Article 17

### Sale. Destruction

When an insured parcel has been sold or destroyed in accordance with the provisions of Article XXIV of the Agreement, a report of the sale or destruction shall be prepared, a copy of which shall be transmitted to the Administration of origin.

### Article 18

#### Inquiries concerning Parcels

For inquiries concerning parcels which have not been returned, a form shall be used similar to the specimen annexed to the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union. These forms shall be forwarded to the offices appointed by the two Administrations to deal with them and they shall be dealt with in the manner mutually arranged between the two Administrations.

### Article 19

#### Parcel Bills

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

2. Ordinary parcels sent from either country to the other shall be entered on the parcel bills to show the total weight thereof.

3. Insured parcels, sent from either country shall be entered individually on the parcel bills to show the insurance number and the name of the office of origin, as well as the total net weight of the parcels.

4. Parcels sent "a decouvert" must be entered separately.

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

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

7. Each dispatching office of exchange shall number the parcel bills in the top left-hand corner in an annual series. A note of the last number of the year shall be made on the first parcel bill of the following year.

8. The exact method of advising parcels or the receptacles containing them sent by one Administration in transit through the other, together with any details of procedure in connection with the advice of such parcels or receptacles for which provision is not made in this Agreement, shall be settled by mutual consent through correspondence between the two Administrations.

### Article 20

#### Verification by the exchange offices

1. Upon receipt of a dispatch, the exchange office of destination proceeds to verify it. The entries in the parcel bill must be verified

exactly. Each error or omission must be brought immediately to the knowledge of the dispatching exchange office by means of a Bulletin of Verification. A dispatch is considered as having been found in order in all regards when no Bulletin of Verification is made up.

If any error or irregularity is found upon receipt of a dispatch, all objects which may serve later on for investigations or for examination of requests for indemnity must be kept.

2. The dispatching exchange office to which a Bulletin of Verification is sent returns it after having examined it and entered thereon its observations, if any. That Bulletin is then attached to the parcel bills of the parcels to which it relates. Corrections made on a parcel bill which are not justified by supporting papers are considered as devoid of value.

3. If necessary, the dispatching exchange office may also be advised by telegram, at the expense of the office sending such telegram.

4. In case of shortage of a parcel bill, a duplicate is prepared, a copy of which is sent to the exchange office of origin of the dispatch.

5. The office of exchange which receives from a corresponding office a parcel which is damaged or insufficiently packed must redispach such parcel after repacking, if necessary, preserving the original packing as far as possible.

If the damage is such that the contents of the parcel may have been abstracted, the office must first officially open the parcel and verify its contents.

In either case, the weight of the parcel will be verified before and after repacking, and indicated on the wrapper of the parcel itself. That indication will be followed by the note "Repacked at . . . ." and the signature of the agents who have effected such repacking.

## Article 21

### Credits

1. The terminal credit due to Kuwait for parcels addressed for delivery in the service of its territory shall be 0.70 gold francs per kilogram computed on the bulk net weight of each dispatch.

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

For parcels addressed to the United States (including Alaska, and Hawaii, Puerto Rico and the United States Virgin Islands: 1.00 gold franc per kilogram.

The terminal credit of one gold franc per kilogram will apply to parcels addressed to Alaska, Hawaii, Puerto Rico and the United States Virgin Islands whether sent via a port in the United States or direct to destination from Kuwait.

The combined terminal and transit credits due to the United States

for parcels addressed for delivery in Guam and American Samoa shall be: 2 gold francs per kilogram.

In addition, for each insured parcel sent from either country to the other, there shall be paid a terminal insurance credit of 10 gold centimes per parcel.

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

4. Three months' advance notice must be given of any increase or reduction of the rates mentioned in this Article.

Such reduction or increase shall be effective for a period of not less than one year.

## Article 22

### Accounting

1. At the end of each quarter the receiving Administration makes up an account on the basis of the parcel bills covering dispatches during the quarter.

2. These accounts shall be submitted to the dispatching Administration for examination and acceptance as early as possible after the end of the quarter to which the accounts relate. Accepted copies of accounts shall be returned without delay.

3. Upon acceptance of the accounts of parcels forwarded in both directions the debtor Administration shall take steps to settle the net balance without delay by remittance means mutually agreed upon by correspondence. The expenses of payment are chargeable to the debtor Administration.

## Article 23

### Entry into Force and Duration of the Detailed Regulations

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

Done in duplicate and signed at Kuwait on the Nineth day of October, 1963 and at Washington, the 21st day of October, 1963.

MARZOOK M. AL-MARZOOK

*Deputy Under Secretary*  
Marzook M. Al-Marzook

[SEAL]

JOHN A. GRONOUSKI  
*Postmaster General of the*  
*United States of America*

The foregoing Agreement between the United States of America and the State of Kuwait for the exchange of parcels by parcel post and the Regulations for the Execution of the Agreement have been negotiated and concluded with my advice and consent and are hereby approved and ratified.

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

[SEAL]

LYNDON B. JOHNSON

By the President

DEAN RUSK

*Secretary of State*

WASHINGTON, January 22, 1964.

# SAUDI ARABIA

## Establishment of Television System in Saudi Arabia

*Agreement effected by exchange of notes  
Signed at Jidda December 9, 1963, and  
January 6, 1964;  
Entered into force January 6, 1964.*

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*The American Ambassador to the Saudi Arabian Deputy Minister of Foreign Affairs*

JIDDA, 9 December 1963

EXCELLENCY:

I have the honor to refer to recent discussions concerning the plans of the Saudi Government to inaugurate television broadcast services.

I have been instructed by my Government to confirm that, pursuant to the request of the Saudi Government, and subject to the provisions hereof, the United States Government shall assume responsibility for contracting for the installation of television transmitting facilities, for the training of operating personnel and for the initial operation of the stations. The U.S. Army Corps of Engineers shall carry out these responsibilities on behalf of the United States Government.

The installations and their operation shall be based generally on the report of April 30, 1963, submitted to the Saudi Government by Mr. Edward W. Allen of the U.S. Federal Communications Commission entitled "Report on the Establishment of Television Broadcast Service in Saudi Arabia", a copy of which is appended hereto (Appendix I).<sup>[1]</sup> The U.S. Government shall first arrange for the design, construction, installation and operation of two temporary television stations, in Jidda and Riyadh, and for the training of appropriate Saudi personnel. Concurrently, it shall arrange for the design of the permanent stations. Subsequently it shall arrange for the construction and installation of the permanent stations and for their initial operation.

The Saudi Government shall make available in a timely manner all lands, easements and rights-of-way required for the entire project.

In accordance with the Saudi Government's request that the project be implemented as rapidly as possible, contracts for the design, supply

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<sup>1</sup> Not printed.

of equipment, installation, operational and training aspects of the program shall be negotiated with an American firm or firms which shall be designated in writing by the Saudi Government. Construction contracts for the permanent stations shall be awarded after solicitation of proposals from firms to be selected by the U.S. Army Corps of Engineers. The U.S. Army Corps of Engineers shall utilize its contracting procedures and contract forms with such modifications or adaptations as the Corps in its discretion deems necessary or desirable.

The obligations undertaken by the U.S. Government and the U.S. Army Corps of Engineers are understood to be subject to the following terms and conditions:

1. In the interest of allowing the work undertaken by the U.S. Army Corps of Engineers to proceed as expeditiously as possible, the Saudi Arabian Government shall establish an irrevocable letter of credit to be drawn on as described below to cover costs of design, construction, installation and initial operation of the temporary television stations, training of Saudi personnel and design of the permanent facilities. It is understood that these costs shall include expenses of the U.S. Army Corps of Engineers and reasonable contingencies. This letter of credit shall be established in the form attached hereto as Appendix II or in the approved format of the issuing bank upon presentation by the U.S. Army Corps of Engineers of estimated costs of the operations envisaged for this part of the project. The U.S. Army Corps of Engineers will draw upon the letter of credit by submitting demand drafts on the issuing bank, at approximately one month intervals for costs actually incurred. The U.S. Army Corps of Engineers will provide at one month intervals to the Saudi Arabian Government an accounting of the funds so expended in the format and detail as is mutually agreed upon by the U.S. Army Corps of Engineers and the Saudi Arabian Government.

Prior to awarding of any contracts for the construction and installation of the permanent stations and their initial operation, the Saudi Government shall establish a second letter of credit on the same terms as above, sufficient to cover the costs of the construction and installation of the permanent stations and their initial operation, plus reasonable contingencies and expenses of the U.S. Army Corps of Engineers in administering this phase of the project.

The Saudi Government shall be advised of the amount of unexpended balances remaining upon final fiscal completion of the work involved.

The Chief of Engineers of the U.S. Army Corps of Engineers, acting through the U.S. Army Corps of Engineers Board of Contract Appeals, shall hear and decide appeals taken pursuant to the "Disputes" clause of contracts awarded non-Saudi contractors pursuant to this agreement. The Saudi Government agrees to make such addi-

tional funds available as may be necessary to cover the payment of successful claims.

2. Members of the Corps of Engineers and their dependents shall respect the laws of Saudi Arabia, including those laws prohibiting access to certain areas of the country to non-Muslims or to non-Saudis. The senior representative of the Corps of Engineers element in Saudi Arabia shall have the sole authority to maintain discipline and good order among the members of the Corps of Engineers and their dependents and to assure their full respect for the laws of Saudi Arabia by taking appropriate action under United States law in cases involving such persons. The authorities of Saudi Arabia shall promptly notify the senior representative of the Corps of Engineers of the arrest of any member of the Corps of Engineers or dependent accused of violating the laws of Saudi Arabia and shall transfer custody of the accused, as expeditiously as circumstances permit, to the senior representative of the Corps of Engineers or his designated representative for appropriate action under the laws of the United States.

3. Members of the Corps of Engineers and their dependents shall enjoy within Saudi Arabia immunity from civil process for actions taken in the performance of their duties under this agreement.

4. All property, material, equipment, services and supplies brought into or procured in Saudi Arabia by the U.S. Army Corps of Engineers to carry out the functions contemplated by the Agreement shall be exempt from import and export duties, taxes, licenses, excises, imposts, bonds, deposits and any other charges, except for services requested and rendered, and shall be exempt from inspections, except for identification. Property, materials, equipment, services and supplies belonging to the U.S. Army Corps of Engineers and/or of its non-Saudi contractors that do not become a part of the completed works shall remain the property of the U.S. Army Corps of Engineers and/or its non-Saudi contractors, and may at any time be removed from or disposed of in Saudi Arabia free of any restrictions or any claims which may arise by virtue of such removal or disposal, provided that the duty thereon shall be paid in the event of their sale or disposal in Saudi Arabia. The Saudi Government shall take all reasonable steps, within the framework of its laws, to prevent unreasonable increases in prices of either materials or services, including transportation and fees for port unloading facilities, purchased by the U.S. Army Corps of Engineers and/or its contractors to carry out the functions contemplated by the Agreement.

5. The Saudi Government shall accord to members of the U.S. Army Corps of Engineers, their dependents and their personal property, exemption from all kinds of taxes or charges imposed by the Central or Provincial Governments. Goods imported under this exemption shall not ordinarily be sold or disposed of in Saudi Arabia, and in the event of such sale or disposal, the duty thereon shall duly be paid.

6. The Saudi Government shall receive, without regard to nationality, except for citizens of states not recognized by the Saudi Government, persons employed by the U.S. Army Corps of Engineers and its non-Saudi contractors for the performance of work under this Agreement. Administrative procedures shall be devised to expedite entry into or exit from Saudi Arabia.

7. The U.S. Army Corps of Engineers and its non-Saudi contractors, for their part, will observe and take into consideration Saudi laws and traditions. The Saudi Government for its part shall accord the U.S. Corps of Engineers, its premises and its equipment (including means of transportation), freedom from search or seizure except with the concurrence of the senior representative of the U.S. Corps of Engineers in Saudi Arabia or his designated representative.

8. The Saudi Arabian Government agrees that the U.S. Government, its officers and its employees, will be held harmless from causes of action, suits at law or equity, or from any liability or damages in any way growing out of 1) the performance of the functions covered by this agreement, or 2) the construction, operation and maintenance of the project facilities.

9. The Saudi Arabian and U.S. Governments will consult, upon the request of either of them, regarding any matter relating to the terms of this agreement, and will endeavor jointly in the spirit of cooperation and mutual trust to resolve any difficulties or misunderstandings that may arise. In the event of a change of circumstances making it necessary or desirable to terminate the arrangements agreed to herein before the expiration date in paragraph no. 10 herein, either government may give sixty days' notice in writing of its intent to terminate. Thereafter, the Saudi Arabian and U.S. Governments shall consult together with the aim, insofar as possible, of fixing a mutually satisfactory termination date. Further, insofar as possible, the termination date shall be fixed sufficiently in advance so that the U.S. Army Corps of Engineers may make personnel and other adjustments in their operations in light of such termination. In the event of termination pursuant to this clause it is understood and agreed that this Agreement shall continue in force and effect beyond the specified termination date if necessary for the purpose of settling contract termination or other claims and costs.

10. This Agreement shall continue in force and effect until July 30, 1966, except that it shall continue in force and effect beyond July 30, 1966, if necessary for the purpose of closing out all contracts awarded pursuant to the Agreement, including claims which might arise thereunder. Otherwise, the Agreement shall be subject to extension if mutually agreed by the Saudi and U.S. Governments.

I have the honor to inform Your Excellency that, if the foregoing conditions are acceptable to the Saudi Government, the Government of the United States of America will consider this note, together with your note in reply concurring with the above, as constituting an

Agreement between the two governments with respect to this matter, such Agreement to enter into force as of the date of your note in reply.

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

PARKER T. HART

His Excellency

OMAR SAKKAF,

*Deputy Minister of Foreign Affairs,  
Jidda.*

(Appendix II)

**IRREVOCABLE LETTER OF CREDIT**

(Name of Bank Issuing Letter of Credit)

(Address of Bank)

(No. of letter)

(Date)

TREASURER OF THE UNITED STATES  
*Washington 25, D.C.*

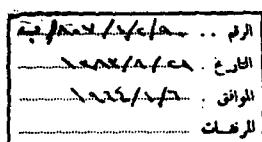
DEAR MADAM:

We hereby establish our irrevocable credit No. \_\_\_\_\_ in your favor by order and for account of United States Army Corps of Engineers up to an aggregate amount of \$ \_\_\_\_\_ available by demand drafts drawn on us by a representative of the United States Army Corps of Engineers, Mediterranean Division or his designee. Drafts must be accompanied by a written statement that the amount drawn under this credit represents costs incurred pursuant to the notes between the United States Government and the Government of Saudi Arabia, dated \_\_\_\_\_. We hereby agree that the drafts drawn under and in compliance with the terms of this credit shall be duly honored on due presentation on or before \_\_\_\_\_.

Very truly yours,

Authorized signature of  
bank official

*The Saudi Arabian Deputy Minister of Foreign Affairs to the American Ambassador*



فَذَرْنَاهُ لِلْأَنْجَوْنَ

عنهزی المستر بارکسون . هارت

أشير إلى خطابكم لى بتاريخ ٩ ديسمبر ١٩٦٣م والخاص  
باتفاقية انشاً شبكة التعليمون في الملك العربي السعودي وبرئاسة  
ن اخبركم عن موافقة حكومتى على مشروع الاتفاقية المتعلق طورها  
بالاستاذ ابتهال الكيلم برقته .

٨٤/٨٣ بحسب الاتفاقية .

كما اشير الى ان الالتزام في المحدد المشار اليه في الفقرة الاخيرة من المادة الاولى في الاتفاقية ينبع من مبلغ الاختصار المنصوص للشرع .  
وانس اذا اندخل اليكم موافقة حكومتى على الاتفاقية حسبما اشرت اليه اعلاه والى تجعل مشروع انشاً شبة تلمذين في الملكه العربيه السعوديه بمطابقه اتفاقية في هذا الموضوع نانس لامل ان يكون بالامان البد' في سرعة تنفيذه المشروع حسبما تم الاتفاق عليه وحسب الرغبة المخالصه في تسيقه .

وانتهز هذه الفرصة لاعرب لكم عن تأكيدات فائق تقديرى . . .

المؤتمر

(٥)

سواءاً بعد ٣٠ يونيو ١٩٦٦م بخاصة تصفيه جميع القواعد المترتبة  
بموجب الاتفاقيه بما فيها الادعاءات الشرعية عنها وخلافاً لذلك  
يجري تجديد الاتفاقيه بعلاقة الحكومتين السعوديه والايرانيه بصورة  
شامله .

وانس ان اخبر سعادتكم من ماقننه الحكومة السعوديه على الشرط  
السابق وبن قيامها بفتح الاختبار الطلب من الاشارة الى ان الالتزام في  
المحدد والمشار اليه في الفقرة الاخيره من المادة الاولى يمتحن من ضمن الاختبار  
المخصوص للمشروع . وانهياً تعتبر هذه الذكر مع ذكركم بهذه الشأن بمثابة اتفاقيه  
بين الحكومتين في هذا الموضوع يسرى مفعولها اعتباراً من تاريخ ذكرتنا هذه .  
انتهز هذه الفرصة لاجدد لسعادتكم تأكيدات فائق تقديري .

ف/د

( ٤ )

إذة اتصرف في السعودية في حالة فيها او التصرف فيها داخل المملكة يدفع  
ما يتحقق فيها من رسوم .

٦ - تصرح الحكومة السعودية بدخول الاشخاص المستخدمين لدى سلاح المهندسين  
في الجيش الاميركي وقاولهم القير السعوديين للقيام بالاعمال المشمولة بهذه الاتفاقية  
بغض النظر عن جنسائهم باستثناء الاشخاص القير مرفوب بهم وتنسب اجراءات ادارية  
لتسهيل الدخول الى والخروج من السعودية .

٧ - يتهدى سلاح المهندسين في الجيش الاميركي وقاولوه القير السعوديين من جانبهم  
باحترام واحترام القوانين والتقاليد السعودية . توافق الحكومة السعودية من جانبها على  
اغاثة سلاح المهندسين ومساكه ومعداته ( بما فيها وسائل النقل ) من التفتيش والحرس  
الا موافقة كبير مثل سلاح المهندسين في الملكه ثم من ينوب عنه .

٨ - توافق الحكومة العربية السعودية على تبرئة الحكومة الاميركية ومستخدمها وموظفيها  
من مسؤوليات الاجرام القضايه او الدعاوى القانونيه او من اية مسئولية او اضرار تتوجه  
بای شكل من ( ١ ) القيام بالاعمال التي تشطها هذه الاتفاقية او ( ٢ ) بناء وتشغيل وصيانة  
تجهيزات الشروع .

٩ - تتشاور كل من الحكومتين السعودية والاميركية بناء على طلب اي منها بخصوص اية مسألة  
تعلق بشرط هذه الاتفاقية . وسمیان سوا برج التعاون والثقة الشامله لحل اية  
صعوبات او اى سؤال تناهى قد يفتح في حالة حدوث تغير في الظروف يستدعي انها الترتيبات  
التفق طبعها هنا قبل تاريخ انتهاء الاتفاقية المبين في الفقره ( ١٠ ) فعلى اي من الحكومتين  
ان تشعر الاخر خطيا قبل ٦٠ يوما بمحزها على انتهاء الاتفاقية . وحد ذلك تشاوار  
الحكومتان السعودية والاميركية بقصد تحديد تاريخ لانها الاتفاقية يكون مرضيا للطرفين -  
بقدر الامکان . وبالاضافة الى ذلك وفي حدود المستطاع ، يحدد تاريخ انتهاء الاتفاقية  
سبعين بدة كافية حتى يتتسنى لسلاح المهندسين في الجيش الاميركي على ضوء من اجراء  
تعديلات في صلاحياتهم فيما يتعلق بالموظفين وغير ذلك . نازا جاء انتهاء الاتفاقية طبقا  
لهذا الشرط فمن المفترض والتحقق طبع ان نجاز فضول هذه الاتفاقية سيمطر اذا اتضى -  
الامر الى ما بعد تاريخ انتهاء المحدد بذلك بقصد تحمة انتهاء التمهيدات او اية  
امدادات او حمايف اخرى .

١٠ - تبقى هذه الاتفاقية نافذة الفضول لغاية ٣ يونيو ١٩٦٦م الا اذا طلب الامر

( ٢ )

- باتخاذ الاجراءات الضرورية طبقاً لقانون الولايات المتحدة بخصوص القضايا المتعلقة بهؤلاء الاشخاص . وتخطر السلطات السعودية في الحال كبير مثل سلاح المهندسين في حالة القاء القبض على اي شخص من سلاح المهندسين او من عوائلهم بتهمة خرق قوانين المطكيه العربيه السعوديه وتحمل الشخص التهم باسرع ماتساع به الظروف الى كبير مثل سلاح المهندسين او من ينوب عنه لاتخاذ اجراءات معه طبقاً لقوانين الولايات المتحدة .
- ٣ - يتضمن احراضاً سلاح المهندسين في الجيش الامريكي ومن يعطون بحصانة داخل السلك العربيه السعوديه ضد الاجراءات الدنه عن قضايا تنشأ عن قيامهم بالاعمال الضطه بهم بموجب هذه الاتفاقية .
- ٤ - ان جميع الممتلكات والمواد والخدمات والخدمات والمبيعات التي يستوردتها او يحصل عليها داخل البلاد العربيه السعوديه سلاح المهندسين في الجيش الامريكي للقيام بالاعمال التي تشغلها هذه الاتفاقية تكون معرفة من رسوم الاستيراد والتتصدير والضرائب والرخص ورسوم الانتاج والقيود والرهونات ولبة رسوم اخرى ، خلاف الخدمات التي تطلب فتقدم ، وتعنى كذلك من التقييم الا يغرن تقييمها ، اما الممتلكات والمسارoad والمعدات والخدمات والمبيعات الخاصة سلاح المهندسين في الجيش الامريكي و / او قابله الغير السعوديين التي لا تصلح جزءاً من الاعمال المنجزة ، فتبقى ملكاً لسلاح المهندسين في الجيش الامريكي و / او قابله الغير السعوديين ، يمكن في اي وقت نقلها الى خارج السلك العربيه السعوديه او التصرف بها داخل السلك خالصة من اية اداءات قد تنشأ بسبب نقلها او التصرف فيها . شريطة ان يدفع ما يتحقق طلبيها من ضريبة في حالية يبعها او التصرف فيها داخل السلك العربيه السعوديه وتتخذ الحكومة السعودية جميع الخطط المعقولة ضمن اطار تقييمها لفتح الزيارة الغير المعقولة في اسعار المواد او الخدمات ، وشمل ذلك اجر النقل وخدمات التغليف بالهذا ، التي يشتهرها سلاح المهندسين في الجيش الامريكي و / او قابله الغير سعوديين للقيام بالاعمال التي تشغلها هذه الاتفاقية .
- ٥ - توافق الحكومة السعودية على احراضاً سلاح المهندسين في الجيش الامريكي ومن يمولونهم ومتلكاتهم الشخصية من جميع انواع الضرائب ورسوم المغرضة من قبل الحكومة المركزية او السلطات المحلية في القاطعات ، ان المبالغ التي تستورد بموجب هذا الاحراضاً لا تمس

( ٢ )

مسكه . تفتح الحكومة السعودية خطاب اعتماد غير قابل للنفاذ بمحضه على النحو الموضح أدناه لتفصيله كالتالي تصيم وتركيب محطتي التلفزيون الموقتين وتشغيلهما بصورة اولى وقد يطلب الموظفين السعوديين تصيم المحطتين الدائتين من الفهوم ان هذه التكاليف تشتمل نفقات سلاح المهندسين في الجيش الامريكي وحروف مقتلة للطوارئ . تفتح خطاب الاعتماد الذي عنه بالصيغة المرفقة لهذا ( الملحق ٢ ) حال تقديم سلاح المهندسين في الجيش الامريكي بيانا بالتكاليف القدرة للحملات التي يرمي هذا الجزء من المشروع الى انجازها .

وبحسب سلاح المهندسين من خطاب الاعتماد قابل تقديم حوالات تحت الطلب محوحة على تلك الاصدار على فترات شهرية تغطيها بالمال الذي تكتد بها نعليا وقدم سلاح المهندسين في الجيش الامريكي الى الحكومة السعودية على فترات شهرية حسابا بالا موال الصروف ، على الفورات والتفاصيل التفصيلى فيها بين سلاح المهندسين والحكومة العربية السعودية .

قبل منع اية مقاولات لبنيه . وتركيب المحطتين الدائتين وتشغيلهما مهدئا تفتح الحكومة السعودية اعتمادا ثانيا غير قابل للنفاذ بنفس الشروط الواردة اعلاه كانيا لتفصيله تكاليف بناه وتركيب المحطتين الدائتين وتشغيلهما بصورة مبدئية بالإضافة الى مبلغ مقصول للحراسات الطارئه ونفقات سلاح المهندسين في الجيش الامريكي قابل ادارة هذه المرحلة من المشروع .

ويجرى اشعار الحكومة السعودية بالارادة التفصية بعد ان يخرج من التسمية النهاية لحسابات الاعمال المشمولة . بمنظور كبير المهندسين في سلاح المهندسين في الجيش الامريكي من طريق مجلس ادارة استئناف القاولات بسلاح المهندسين في الجيش الامريكي في " المنازعات " التي تتعلق بالقاولات المترفرفة عن هذه الافتانية والمنسوبة لقاطلين غير سعوديين طبقا لبند التزارات فيها . وتوافق الحكومة السعودية على توفير المال على اضافية الازره لتسديد الدطوى الناجحة .

٢ - يحترم اعاضا سلاح المهندسين في الجيش الامريكي قوانين العنكبوت السعودية بما فيها القوانين التي تحظر على غير المسلمين او غير السعوديين دخول بعض المناطق في العنكبوت . وتكون لكثير مثلك سلاح المهندسين السلطة الوحيدة لحفظ النظام بين انصار سلاح المهندسين وموالיהם والتحقق من احترامهم الكامل للقوانين العربية السعودية وذلك



الْمُفْلِكُ بِالْعَهْدِ إِلَى الْمُسْوَدَةِ  
فَذَرْكَ الْجَازِيَّةَ

جده ۲۱ شعبان ۱۴۳۸ھ

الموافق ٦ يناير ١٩٦٤

صاحب المعاشر

لـ الشرفـ انـ اـشيرـ الىـ العـادـاتـ الـاخـيرـةـ التـمـلـقـ بـخـطـطـ الـحـكـوـمـةـ السـعـودـيـهـ الـراـيمـهـ

لقد كلفتني حكومتي أن أؤكد أن طبقاً لطلب الحكومة السعودية ويفتن الشروط  
المنصوص عليها هنا فإن حكومة الولايات المتحدة تتتحمل مسؤولية إبرام خلافات لتركيب أجهزة  
الإذاعة التلفزيونية وتدريب موظفي التشغيل وتشغل المحظيين بصورة أولية . ويتوسل  
سلام المهندسين إلى الجيش الأميركي نهاية عن حكومة الولايات المتحدة هذه التبعات .

ستستند الترهيبات وتشغيلها بوجه عام على التهديد المخون ٣٠ أكتوبر ١٩٦٣ ام القدم الى الحكومة السعودية من المستر ادوارد ديليو . الان من لجنة المواصلات الفدرالية الامريكية يعنون "تقرير عن انشاء" خدمت بث تليفزيونه في المملكة السعودية " ونسخة منه مرئية طبا (الل就行 ١) . و تقوم حكومة الولايات المتحدة، اولاً باعداد الترتيبات التعلقة بتضميمه ونها" وتركيب وتشغيل محطة تليفزيون مؤقتين في جده والرياض وتدريب الموظفين السعوديين للطابقين في الوقت ذاته ستقوم بتضييم المحطتين الدائتين ، وتنظم لها بعد بنا" وتركيب المحطتين الدائمتين وتشغيلهما بصورة مبدئية .

وقدم الحكومة السعودية في حينه الاراضن والتسهيلات وحق المطور المطلوبه لامايل  
المشروع . وبنها على طلب الحكومة السعودية القاضي بانجاز المشروع في اسرع وقت ممكن  
فكان خارطة تصميم توسيع المعدات والتراكيب وامور التشغيل والتذهب لهذا المشروع تمتحست  
مع شركة او شركات اميريكية تعيينها الحكومة السعودية خطيا . وتعطى خارطة بنا المخطتين  
الدائرين بعد طلب مقتراحات من شركات يختارها سلاح المهندسين في الجيش الاميركي  
وتدخل سلاح المهندسين ما يرتأيه غرورها او مطلب من تدبیلات طن اجراءات التعاقد  
، مسارات التعاقد :

*Translation*

## MINISTRY OF FOREIGN AFFAIRS

Number 90/2/1/807/B

21 Sha'ban 1383  
(6 January, 1964)

The Honorable  
PARKER T. HART  
*American Ambassador*  
*Jidda, Saudi Arabia*

With reference to your note dated December 9, 1963 pertaining to the agreement to establish a television system in the Kingdom of Saudi Arabia, it gives me pleasure to convey to you the approval of my government of the mutually acceptable draft agreement (herewith enclosed). [<sup>1</sup>]

In accordance with the agreement, my government has agreed to open the necessary letter of credit for a sum limited to ten million (10,000,000) Saudi Arabian riyals, taken from the current fiscal year's budget (1383/1384 Hijrah).

I should like to point out, however, that the unlimited (undefined) obligation referred to in the last paragraph under article one (1) of the agreement will be settled from within the funds appropriated for the project.

In conveying to you, as indicated above, my government's approval hereby constituting the agreement for establishment of a television system in the Saudi Arabian Kingdom, I sincerely hope that, in accordance with the agreement and (our) sincere desire for its realization, it will be possible to begin expeditiously.

I avail myself of this opportunity to extend to you the assurances of my highest consideration.

OMAR SAKKAF  
*Deputy Minister of Foreign Affairs*

<sup>1</sup> For the English language version see *ante*, p. 1864.

# ARGENTINA

## Atomic Energy: Cooperation for Civil Uses

*Agreement amending the agreement of June 22, 1962.*

*Signed at Washington June 8, 1964;*

*Entered into force September 29, 1964.*

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

The Government of the United States of America and the Government of the Argentine Republic,

Desiring to amend the Agreement for Cooperation between the Government of the United States of America and the Government of the Argentine Republic Concerning Civil Uses of Atomic Energy, signed at Washington on June 22, 1962 [<sup>1</sup>] (hereinafter referred to as the "Agreement for Cooperation");

Agree as follows:

#### ARTICLE I

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

"A. The Government of the United States of America and the Government of the Argentine Republic, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that the Agency will be promptly requested to assume responsibility for applying safeguards to materials and facilities subject to safeguards under this Agreement for Cooperation. It is contemplated that the necessary arrangements will be effected without modification of this Agreement, through an agreement to be negotiated between the Parties and the Agency which may include provisions for suspension of the safeguard rights accorded the Commission by Article IX, paragraph B, of this Agreement during the time and to the extent that the Agency's safeguards apply to such materials and facilities.

"B. In the event the Parties do not reach a mutually satisfactory agreement on the terms of the trilateral arrangement envisaged in

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<sup>1</sup> TIAS 5125; 13 UST 1789.

paragraph A of this Article, either Party may by notification terminate this Agreement. In the event of termination by either Party, the Government of the Argentine Republic 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 and 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 the Argentine Republic for such returned material at the current United States Commission's schedule of prices then in effect domestically."

#### ARTICLE II

Paragraph B of Article XII of the Agreement for Cooperation is amended by deleting the phrase "two years" and substituting in lieu thereof the phrase "seven years".

#### ARTICLE III

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 the entry into force of such Amendment and shall remain in force for the period of the Agreement for Cooperation, as hereby amended.

### **ENMIENDA AL ACUERDO DE COOPERACION ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA ARGENTINA SOBRE USOS CIVILES DE ENERGIA ATOMICA**

El Gobierno de los Estados Unidos de América y el Gobierno de la República Argentina,

En el deseo de enmendar el Acuerdo de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de la República Argentina sobre Usos Civiles de la Energía Atómica firmado en Washington el 22 de junio de 1962 (denominado en adelante el "Acuerdo de Cooperación");

Acuerdan lo siguiente:

#### ARTICULO I

El Artículo XI del Acuerdo de Cooperación queda enmendado en la siguiente forma:

"A. El Gobierno de los Estados Unidos de América y el Gobierno de la República Argentina, reconociendo la conveniencia de hacer

uso de las instalaciones y servicios del Organismo Internacional de Energía Atómica, acuerdan en que se solicitará de inmediato al Organismo que asuma la responsabilidad de aplicar salvaguardias a aquellos materiales e instalaciones susceptibles de salvaguardias bajo este Acuerdo de Cooperación. Se prevé que los arreglos necesarios se efectuarán sin modificar este Acuerdo, por medio de un acuerdo que se negociará entre las Partes y el Organismo que puede incluir disposiciones para suspender los derechos de salvaguardia acordados a la Comisión por el Artículo IX, párrafo B de este Acuerdo, durante el tiempo y en la medida en que las salvaguardias del Organismo se apliquen a dichos materiales e instalaciones.

"B. En caso de que las Partes no lleguen a un acuerdo mutuamente satisfactorio sobre los términos del arreglo trilateral contemplado en el párrafo A de este Artículo, cualquiera de las Partes podrá poner término a este Acuerdo con la debida notificación. En caso de que cualquiera de las Partes ponga término al Acuerdo, el Gobierno de la República Argentina, a pedido del Gobierno de los Estados Unidos de América, devolverá al Gobierno de los Estados Unidos de América todo material nuclear especial recibido conforme con este Acuerdo y que obre en su posesión o en posesión de personas bajo su jurisdicción. El Gobierno de los Estados Unidos de América compensará al Gobierno de la República Argentina por dicho material devuelto, al precio corriente cobrado por la Comisión de los Estados Unidos y que rija en ese momento en el mercado doméstico."

## ARTICULO II

El Párrafo B del Artículo XII del Acuerdo de Cooperación queda enmendado con la eliminación de la frase "dos años", sustituyendo en su lugar la frase "siete años".

## ARTICULO III

Esta Enmienda entrará en vigor en la fecha en que cada Gobierno haya recibido del otro Gobierno notificación por escrito de que ha cumplido con todos los requisitos constitucionales y los establecidos por la ley para que tal Enmienda entre en vigor y permanecerá en vigencia durante el término del Acuerdo de Cooperación, según queda enmendado por la presente.

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

DONE at Washington, in duplicate, in the English and Spanish languages, both equally authentic, this eighth day of June 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:  
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

ROBERT W. ADAMS

GLENN T. SEABORG

FOR THE GOVERNMENT OF THE ARGENTINE REPUBLIC:  
POR EL GOBIERNO DE LA REPUBLICA ARGENTINA:

EZEQUIEL F PEREYRA

# NIGERIA

## Tracking Stations

*Agreement amending and extending the agreement of October 19, 1960.*

*Effectuated by exchange of notes*

*Signed at Lagos April 28 and May 21, 1964;*

*Entered into force May 21, 1964;*

*Operative July 1, 1963.*

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*The American Ambassador to the Nigerian Minister of External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Lagos, April 28, 1964.*

No. 136

EXCELLENCY:

I have the honor to refer to the Agreement between the Government of the Federal Republic of Nigeria and the Government of the United States of America for the establishment within the Federal Republic of Nigeria of a Station for Space Vehicle Tracking and Communications, signed at Lagos on October 19, 1960,[<sup>1</sup>] under which cooperation was extended by your Government in authorizing the establishment of a space vehicle tracking and communications station in the vicinity of Kano by the National Aeronautics and Space Administration, the co-operating agency of my Government.

In consideration of the successful achievement of the initial objectives of the program for which this facility was established and its contributions to the open conduct of peaceful space research, and in accordance with the provisions of Article XVII, paragraph (1), of the Agreement of October 19, 1960, the Government of the United States of America proposes that the cooperation noted above be extended to accommodate continued development of experimental programs of a peaceful and scientific character contributing to manned and un-manned flight, including the provision of such additional equipment as may be required at the station consistent with these purposes.

It is understood that except in relation to Article VIII of the Agreement of October 19, 1960, which is hereby replaced by the following:

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<sup>1</sup> TIAS 4605; 11 UST 2268.

"Title to all materials, equipment or other property used in connection with the station shall remain in the Government of the United States, and may be removed free of taxes or duties by that Government at any time, provided that such materials, equipment or other property shall be supported by such customs documents as may be required"; and as further modified herein, the provisions set forth in the above-mentioned Agreement of October 19, 1960, shall continue to apply to the program of co-operation provided for by this present Note.

The Government of the United States of America anticipates that the station will be required for use for an additional three-year period, that is, until June 30, 1966. The Government of the Federal Republic of Nigeria agrees that the station may be operated in accordance with the provisions of the Agreement of October 19, 1960, as hereby amended until that date, and thereafter, on the request of the Government of the United States of America for such additional period and on such terms as may be agreed upon by the two Governments.

Should changed conditions alter requirements of the Government of the United States for the Station at any time prior to June 30, 1966, or should the Government of the Federal Republic of Nigeria decide to revoke its permission for the use of the station, either Government shall have the right to terminate the use of the Station by giving the other Government ninety days written notice in advance of its intention to terminate the use of the Station.

If the foregoing is acceptable to the Government of the Federal Republic of Nigeria, I propose that this Note and your reply to that effect shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply and shall be considered as having become operative on July 1, 1963.

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

ELBERT G. MATHEWS

His Excellency

JAJA WACHUKU,

*Minister of External Affairs,  
Lagos.*

*The Nigerian Minister of External Affairs, to the American Ambassador*

## MINISTER OF EXTERNAL AFFAIRS

Telephone: 26900

P.M.B. No. 12600

LAGOS, NIGERIA

Reference: Eh. 18

21st May, 1964.

SIR,

I have the honour to refer to Your Excellency's Note No. 136 of April 28, 1964, the text of which is as follows:-

"I have the honour to refer to the Agreement between the Government of the Federal Republic of Nigeria and the Government of the United States of America for the establishment within the Federal Republic of Nigeria of a station for Space Vehicle Tracking and Communications, signed at Lagos on October 19, 1960, under which cooperation was extended by your Government in authorizing the establishment of a space vehicle tracking and communications station in the vicinity of Kano by the National Aeronautics and Space Administration, the co-operating agency of my Government.

In consideration of the successful achievement of the initial objectives of the program for which this facility was established and its contributions to the open conduct of peaceful space research, and in accordance with the provisions of Article XVII, paragraph (1), of the Agreement of October 19, 1960, the Government of the United States of America proposes that the co-operation noted above be extended to accommodate continued development of experimental programs of a peaceful and scientific character contributing to manned and unmanned flight, including the provision of such additional equipment as may be required at the station consistent with these purposes.

It is understood that except in relation to Article VIII of the Agreement of October 19, 1960, which is hereby replaced by the following: "Title to all materials, equipment or other property used in connection with the station shall remain in the Government of the United States, and may be removed free of taxes or duties by that Government at any time, provided that such materials, equipment or other property shall be supported by such customs document as may be required"; and as further modified herein, the provisions set forth in the above-mentioned Agreement of October 19, 1960, shall continue to apply to the program of co-operation provided for by this present Note.

The Government of the United States of America anticipates that the station will be required for use for an additional three-year period, that is, until June 30, 1966.

The Government of the Federal Republic of Nigeria agrees that the station may be operated in accordance with the provisions of the Agreement of October 19, 1960, as hereby amended until that date, and thereafter, on the request of the Government of the United States of America for such additional period and on such terms as may be agreed upon by the two Governments.

Should changed conditions alter requirements of the Government of the United States for the Station at any time prior to June 30, 1966, or should the Government of the Federal Republic of Nigeria decide to revoke its permission for the use of the station, either Government shall have the right to terminate the use of the Station by giving the other Government ninety days written notice in advance of its intention to terminate the use of the Station.

If the foregoing is acceptable to the Government of the Federal Republic of Nigeria, I propose that this Note and your reply to that effect shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply and shall be considered as having become operative on July 1, 1963.

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

2. I am pleased to inform you that the foregoing proposals are acceptable to my Government which therefore agrees that your Note, together with the present reply, shall constitute an Agreement between the two Governments which shall enter into force on to-day's date.
3. I avail myself of this opportunity to renew to you, Sir, the assurances of my highest consideration.

JAJA ANUCHA WACHUKU  
(Jaja Anucha Wachuku)  
*Minister of External Affairs.*

His Excellency

The Hon. ELBERT G. MATHEWS,  
*Ambassador for the United States of America,*  
*Lagos.*

# REPUBLIC OF THE CONGO

## Agricultural Commodities

*Agreement amending the agreement of April 28, 1964.*

*Effectuated by exchange of notes*

*Signed at Léopoldville August 25, 1964;*

*Entered into force August 25, 1964.*

*The American Ambassador to the Congolese Prime Minister*

No. 13

LEOPOLDVILLE, August 25, 1964

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on April 28, 1964, [<sup>1</sup>] and to propose that it be amended as follows:

1. In paragraph 1 of Article I, delete the commodity table and insert following:

<u>Commodity</u>	<u>Export Market Value (Millions of Dollars)</u>
Wheat Flour	\$ 4. 7
Rice	3. 9
Corn	1. 5
Beans	1. 0
Bulgar	0. 1
Tobacco	7. 8
Dry Whole Milk	2. 94
Canned Milk	1. 01
Frozen Poultry	0. 85
Ocean Transportation (estimated)	2. 26
Total	\$26. 06

2. In Article II, change "15 percent" to "12 percent" in paragraph B and change "70 percent" to "73 percent" in paragraph C.

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<sup>1</sup> TIAS 5565; *ante*, p. 358; *see also* TIAS 5711; *post*, p. 2235.

3. In the United States note accompanying the agreement,

- a. Add “, and at least 1,800 metric tons of dairy products from the United States of America or countries friendly to it during fiscal year 1965” at the end of the first sentence of numbered paragraph (1) and
- b. Substitute “\$521,000” for “\$418,000” and substitute “\$400,000” for “\$300,000” in numbered paragraph (3).

It is proposed that this note and your reply concurring therein constitute agreement between the two Governments to enter into force on the date of your reply.

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

G. MCMURTRIE GODLEY

His Excellency  
**MOISE TSHOMBE**  
*Prime Minister*  
*Leopoldville*  
*Republic of the Congo*

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*The Congolese Prime Minister to the American Ambassador*

RÉPUBLIQUE DU CONGO

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CABINET  
DU PREMIER MINISTRE

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N° 0241/CAB/P.M./

LÉOPOLDVILLE, le 25 août 1964

Objet: Accord sur la Fourniture  
de Produits Agricoles

A Son Excellence  
Monsieur G. Mc. MURTRIE GODLEY  
*Ambassadeur des Etats-Unies d'Amérique*  
*à Leopoldville*

EXCELLENCE,

J'ai l'honneur de me référer à l'Accord sur la Fourniture de Produits Agricoles signé le 28 avril par les représentants de nos deux Gouvernements et d'accuser réception de votre note, datée le 25 août 1964, remplaçant la note N° 435 du 24 juin 1964, proposant une modification de l'Accord en question.

Je confirme par la présente que le Gouvernement de la République du Congo est en accord avec tous les points mentionnés dans la note précitée, et qu'il remplira toutes ses obligations y contenus. Je me réfère tout particulièrement à l'Article V qui porte sur la nécessité de

la consultation sur toute question relative à l'application de cet Accord.

Je vous prie d'agréer, Excellence, l'assurance de ma haute considération.

LE PREMIER MINISTRE

[SEAL]

M. TSHOMBÉ

Moïse Tshombe

*Translation*

REPUBLIC OF THE CONGO

OFFICE OF THE  
PRIME MINISTER

No. 0241/CAB/P.M./

LÉOPOLDVILLE, August 25, 1964

Subject: Agricultural Commodities Agreement

His Excellency

G. McMURTRIE GODLEY,  
*Ambassador of the  
United States of America  
at Léopoldville.*

EXCELLENCE:

I have the honor to refer to the Agricultural Commodities Agreement signed on April 28 by the representatives of our two Governments and to acknowledge receipt of your note dated August 25, 1964, replacing note No. 435 of June 24, 1964, proposing an amendment of the Agreement in question.

I hereby confirm that the Government of the Republic of the Congo agrees to all the points mentioned in the aforesaid note, and that it will fulfill all its obligations contained therein. I refer in particular to Article V, which concerns the necessity of consultation on any question relating to the application of this Agreement.

Accept, Excellency, the assurance of my high consideration.

[SEAL]

M. TSHOMBÉ

Moïse Tshombé  
Prime Minister

# **DOMINICAN REPUBLIC**

## **Mapping: Cooperative Program**

*Agreement signed at Santo Domingo August 28, 1964;  
Entered into force August 28, 1964.*

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### **Cooperative Mapping, Charting and Geodesy Agreement between the United States of America and the Dominican Republic**

**COOPERATIVE MAPPING, CHART-  
ING AND GEODESY AGREEMENT  
BETWEEN THE UNITED STATES  
OF AMERICA AND THE DOMIN-  
ICAN REPUBLIC**

**THE GOVERNMENTS OF THE  
UNITED STATES OF AMERICA AND  
THE DOMINICAN REPUBLIC**

Realizing that the application of cartography to many of the problems facing the governments and inter-governmental organizations helps to increase the acceleration and effectiveness of the economic and social development of peoples, one of the principal

**ACUERDO CARTOGRAFICO Y  
GEODESICO COOPERATIVO  
ENTRE LOS ESTADOS UNIDOS  
DE AMERICA Y LA REPUBLICA  
DOMINICANA**

**LOS GOBIERNOS DE LOS ESTADOS  
UNIDOS DE AMERICA Y DE LA REPU-  
BLICA DOMINICANA**

Conscientes de que la aplicación de la ciencia cartográfica en muchos de los problemas que confrontan los gobiernos y las organizaciones inter-gubernamentales contribuye a aumentar la rapidez y la efectividad del desarrollo económico y social de los pueblos,

aims proclaimed in the United Nations Charter;

Reaffirming their determination to cooperate fully in the aims pursued in signing the Punta del Este Charter [<sup>1</sup>] in order to establish the Alliance for Progress within the framework of principles established in the Charter of the Organization of American States [<sup>2</sup>] and the Act of Bogota,[<sup>3</sup>] to provide technical assistance in formulating the economic and social development programs that will permit the participating countries to achieve the maximum degree of well-being possible with equal opportunities for all in democratic societies that adapt themselves to their own desires and needs;

Desiring to cooperate more fully with the objectives of the Pan American Institute of Geography and History, a specialized organization of the OAS, one of whose purposes is to promote, coordinate, and disseminate cartographic studies, and studies on related sciences, and to promote cooperation between the cartographic institutes of the Member States;

Have accordingly concluded this Agreement in a spirit of friendly cooperation.

#### ARTICLE I

##### Purpose of this Agreement

1.— The purpose of this Agreement is to provide for the coordination of cartographic effort between the Governments of the United States of America and the Dominican Republic in the acquisition of geodetic control, aerial photography, hydrographic, and aeronautical data and other related data.

uno de los principales propósitos proclamados en la Carta de las Naciones Unidas;

Reafirmando su determinación de cooperar plenamente en los esfuerzos perseguidos al firmar la Carta de Punta del Este, con objeto de establecer la Alianza para el Progreso, dentro del marco de los principios consagrados en la Carta de la Organización de los Estados Americanos y el Acta de Bogotá, de proporcionar asistencia técnica para formular los programas de desarrollo económico y social que permitirán a los países participantes alcanzar el grado máximo de bienestar con iguales oportunidades para todos en sociedades democráticas que se adapten a sus propios deseos y necesidades;

Deseosos de corresponder más plenamente a los objetivos del Instituto Panamericano de Geografía e Historia, organismo especializado de la OEA, uno de cuyos fines es el de fomentar, coordinar y difundir los estudios cartográficos, y los relativos a las ciencias afines, así como promover la cooperación entre los institutos cartográficos de los Estados Miembros;

Han convenido a tal efecto a este Acuerdo en un espíritu de amistosa cooperación.

#### ARTICULO I

##### Propósito del presente Acuerdo

1.— El propósito de este Acuerdo es el de disponer la coordinación del esfuerzo cartográfico entre los Gobiernos de los Estados Unidos de América y la República Dominicana en la consecución del control geodésico, fotografía aérea, datos hidrográficos y aeronáuticos, y otros datos relacionados con los mismos.

<sup>1</sup> Department of State Bulletin, Sept. 11, 1961, p. 462.

<sup>2</sup> TIAS 2361; 2 UST 2394.

<sup>3</sup> Department of State Bulletin, Oct. 3, 1960, p. 537.

2.— These source materials will be used in the compilation and maintenance of topographic maps and hydrographic and aeronautical charts of the mutually agreed areas of the Dominican Republic by the mapping and charting agencies of the United States of America and the Dominican Republic.

2.— Estos materiales básicos serán utilizados por los organismos cartográficos y geodésicos de los Estados Unidos de América y la República Dominicana, en la compilación y mantenimiento de mapas topográficos y cartas hidrográficas y aeronáuticas de las áreas mutuamente convenidas de la República Dominicana.

## ARTICLE II

### Primary Objectives

1.— The initial objective of this Agreement is to establish a joint mapping program for all of the Dominican Republic. In the event a need arises for joint hydrographic or aeronautical charting programs the details of the programs will be resolved by the agencies designated by the two Governments.

2.— The joint mapping program shall have the following primary objectives:

a. To produce standard maps of the Dominican Republic of the highest quality practicable.

b. To conduct geodetic surveys with a view to providing accurate networks of primary horizontal and vertical control, adequate for national and hemispheric mapping programs.

3.— The specific responsibilities of each Government for participation in the cooperative program and the technical arrangements for completion of the work shall be established by agreement between cartographic agencies designated by the two Governments for this purpose.

## ARTICULO II

### Objetivos Principales

1.— El objetivo inicial del presente Acuerdo es establecer un programa cartográfico conjunto para toda la República Dominicana. De surgir la necesidad de programas conjuntos hidrográficos o aeronáuticos, los detalles de los programas serán determinados por los organismos designados por los dos Gobiernos.

2.— El programa cartográfico conjunto tendrá los siguientes objetivos principales:

a. Producir mapas regulares de la República Dominicana de la más alta calidad factible.

b. Realizar levantamientos geodésicos con miras a proporcionar redes exactas de control básico horizontal y vertical, adecuado para programas cartográficos nacionales y continentales.

3.— Las responsabilidades específicas de cada Gobierno para participar en el programa cooperativo, y los arreglos técnicos para la terminación del trabajo, serán establecidas mediante acuerdo entre los organismos cartográficos designados por los dos Gobiernos para este fin.

## ARTICLE III

### Exchange of Information

1.— The two Governments shall exchange cartographic information, compilation materials, printed maps, aerial

## ARTICULO III

### Intercambio de Información

1.— Los dos Gobiernos canjearán informaciones cartográficas, materiales de compilación, mapas impresos, foto-

photographs, geodetic, hydrographic and aeronautical data, reproduction materials, publications and materials related thereto, in accordance with arrangements as to quantities and specific areas that may be agreed upon between their respective cartographic agencies.

2.- The original negatives of the photographs taken and the field notes of its agencies, under this Agreement, will be retained by the Dominican Republic. Duplicate copies of all material will be furnished to the United States of America.

3.- The original negatives of the aerial photographs will be furnished to the United States of America on a loan basis for the purpose of reduction and the preparation of positive slides that meet the requirements of compilation instruments.

#### **ARTICLE IV**

##### **Minimum Specific Operations**

1.- The minimum specific operations envisaged by this Agreement are as follows:

a. Completion of basic triangulation within the borders of the Dominican Republic, of an appropriate order of accuracy, with attendant base lines and Laplace stations and, where possible, connected to the triangulation networks of the adjoining country, as required to control planned areas for mapping and that will permit their adjustment to, and integration in, a common continental datum.

b. Completion of first, second and third order basic leveling within the borders of the Dominican Republic, as required to control planned areas of mapping, to provide connections to datum of tidal reference, to permit

grafías aéreas, datos geodésicos, hidrográficos y aeronáuticos, materiales de reproducción, publicaciones y materiales relacionados con los mismos, de conformidad con los arreglos sobre cantidades y áreas específicas que sean acordados entre sus respectivos organismos cartográficos.

2.- Los negativos originales de las fotografías tomadas y las notas de campo de sus organismos, según este Acuerdo, serán retenidos por la República Dominicana. Copias duplicadas de todo el material serán suministradas a los Estados Unidos de América.

3.- Los negativos originales de las fotografías aéreas serán facilitados a los Estados Unidos de América, en calidad de préstamo, con el propósito de ser duplicados y de preparar placas dispositivas que satisfagan los requisitos de los instrumentos de compilación.

#### **ARTICULO IV**

##### **Operaciones Específicas Mínimas**

1.- Las operaciones específicas mínimas contempladas por este Acuerdo son las siguientes:

a. Terminación de la triangulación básica dentro de los límites de la República Dominicana, de un adecuado orden de precisión, con las correspondientes líneas de base y estaciones Laplace, y, donde sea posible, enlazada a las redes de triangulación del país vecino, según lo requiera el control de las áreas planeadas para la preparación de mapas y que permitan su ajuste e integración a un dato continental común.

b. Terminación de la nivelación básica de primer, segundo y tercer orden dentro de los límites de la República Dominicana, según sea requerida para el control de las áreas planeadas a la preparación de mapas,

connections to and adjustment with the basic leveling of the adjoining country, to control triangulated heights and to control gravimetric surveys.

c. Obtaining precision aerial mapping photography required to compile the maps to be produced under the program.

d. Completion of supplemental mapping control and field classification surveys covering planned areas for mapping.

e. Stereo photogrammetric compilation and reproduction of large and medium-scale topographic maps of planned areas, as may be mutually agreed upon.

f. Obtaining sufficient geomagnetic, gravity, and other technical observations to permit the production of maps and geophysical charts, and the establishment of horizontal and vertical control datums.

para proporcionar conexiones con el plano de referencia de mareas, permitir conexiones y el ajuste con la nivelación básica del país vecino, para el control de elevaciones de triangulación, y para el control de levantamientos gravimétricos.

c. Obtención de fotografías aero-cartográficas de precisión requeridas para compilar los mapas a ser producidos según el programa.

d. Terminación de los levantamientos de control cartográfico suplementario y de clasificación toponímica que abarcan las áreas planeadas para la preparación de mapas.

e. Compilación estereofotogramétrica y reproducción de los mapas topográficos a escalas grandes y medianas de las áreas planeadas, según sean mutuamente convenientes.

f. Obtención de suficientes observaciones geomagnéticas, gravitacionales y otras de carácter técnico que permitan la producción de mapas y cartas geofísicas, así como el establecimiento de los datos de control horizontal y vertical.

## ARTICLE V

### Mutual Obligations of the Governments

1.— It is understood that any action to be taken by either Government pursuant to this Agreement shall be subject to the availability to that Government of personnel, materials and funds for the purpose.

2.— The two Governments will agree upon the security classifications to be established for the project operations and the resultant products. Such classifications shall be held to the minimum commensurate with security, and no restrictions shall be applied to the dis-

## ARTICULO V

### Obligaciones Mutuas de los Gobiernos

1.— Queda entendido que cualquier acción a ser tomada por cualquiera de los Gobiernos en cumplimiento de este Acuerdo está sujeta a la disponibilidad de personal, materiales y fondos para este fin de parte de ese Gobierno.

2.— Los dos Gobiernos se pondrán de acuerdo con respecto a las clasificaciones de seguridad a ser establecidas para las operaciones del proyecto y los productos resultantes. Tales clasificaciones serán mantenidas al mínimo correspondiente a la seguridad, y no se

tribution of maps of 1:250,000 scale or smaller.

aplicará ninguna restricción a la distribución de mapas a 1:250.000 o de escala menor.

#### **ARTICLE VI**

##### **Personnel of the United States**

1.- United States personnel for the purposes of this Agreement means United States military personnel, civilian employees or contractor personnel of the United States armed forces who are not nationals of, or normally residents in, the Dominican Republic, and the dependents of either.

2.- United States personnel shall not be subject to taxation by the Dominican Republic on salary or emoluments received from the United States Government, or on other income obtained from sources outside the Dominican Republic, nor shall periods during which such persons are present in the Dominican Republic pursuant to this Agreement be considered as periods of residence or domicile for Dominican Republic tax purposes.

3.- United States personnel shall be exempt from restrictive measures relating to passports, visas and immigration and from alien registration and control formalities in the Dominican Republic.

4.- The Governments of the United States of America and of the Dominican Republic shall have concurrent jurisdiction with respect to all offenses committed by United States personnel who are in the Dominican Republic pursuant to this Agreement. The Government of the Dominican Repub-

#### **ARTICULO VI**

##### **Personal de los Estados Unidos de América**

1.- Se entiende por personal de los Estados Unidos de América para los fines de este Acuerdo, el personal militar de los Estados Unidos de América, empleados civiles de las Fuerzas Armadas de los Estados Unidos de América, o empleados de contratistas de dichas Fuerzas Armadas, que no sean nacionales de/o residentes normalmente en la República Dominicana, y las personas que dependan de unos u otros.

2.- El personal de los Estados Unidos de América no estará sujeto a impuestos de la República Dominicana en cuanto a salarios y emolumentos recibidos del Gobierno de los Estados Unidos de América, o de otras rentas obtenidas de fuentes fuera de la República Dominicana, ni los períodos durante los cuales estas personas permanezcan en la República Dominicana, según este Acuerdo, serán considerados como períodos de residencia o domicilio para los fines de impuestos en la República Dominicana.

3.- El personal de los Estados Unidos de América estará exento de las medidas restrictivas en materia de pasaporte, visa e inmigración y de las formalidades de registro y control de extranjeros en la República Dominicana.

4.- Los Gobiernos de los Estados Unidos de América y de la República Dominicana tendrán autoridad conjunta con respecto a todas las infracciones cometidas por el personal de los Estados Unidos de América que se encuentre en la República Dominicana según este Acuerdo. El

lic agrees that the Government of the United States shall have primary right to exercise jurisdiction to the extent authorized by the United States law in such cases.

5.— United States personnel present in the Dominican Republic for the purposes of this Agreement shall be exempt from civil jurisdiction of the Dominican Republic courts for any damages or injury occasioned by them in performance of their official duties. Meritorious claims of this nature shall be settled under the provisions of United States claims legislation.

## ARTICLE VII

### Other Facilities Provided by the Dominican Republic

1.— Property imported into the Dominican Republic by the United States Government for the purposes of this Agreement and property, including vehicles, imported by United States personnel for their personal use while in the Dominican Republic for purposes of this Agreement shall be exempt from import and export duties, and from all taxes, fees and charges of any nature.

2.— The use of airfields, highways, bridges, piers and other facilities in the Dominican Republic, by agencies of the United States of America or agencies under contract to the United States for the purposes of this Agreement, shall be permitted and facilitated free of charge.

3.— The Government of the Domini-

Gobierno de la República Dominicana acepta que el Gobierno de los Estados Unidos de América tendrá el derecho primario de ejercer jurisdicción hasta el grado que le autoriza la ley de los Estados Unidos de América en estos casos.

5.— El personal de los Estados Unidos de América que se encuentra en la República Dominicana para los fines de este Acuerdo, estará libre de jurisdicción civil de los tribunales de la República Dominicana por cualesquier daños o perjuicios ocasionados por ellos en cumplimiento de sus funciones oficiales. Las reclamaciones meritorias de esta naturaleza serán solucionadas de acuerdo con las estipulaciones de la legislación que rige en materia de reclamaciones en los Estados Unidos de América.

## ARTICULO VII

### Otras Facilidades a Cargo del Gobierno Dominicano

1.— La propiedad importada a la República Dominicana por el Gobierno de los Estados Unidos de América para los fines del presente Acuerdo, y los bienes, incluso vehículos, importados por el personal de los Estados Unidos de América para su uso personal mientras se encuentran en la República Dominicana para los fines de este Acuerdo, estarán exonerados de aranceles de importación y exportación, y demás impuestos, derechos y cargos de cualquiera naturaleza.

2.— Se permitirá y facilitará el uso, sin costo, de aeródromos, carreteras, puentes, muelles y otras instalaciones en la República Dominicana, por los organismos de los Estados Unidos de América o las organizaciones contratadas por los Estados Unidos de América para los fines de este Acuerdo.

3.— El Gobierno de la República

can Republic shall provide, free of charge, adequate office space for the United States personnel, as well as storage and maintenance space for United States equipment imported into the Dominican Republic for the purposes of this Agreement.

Dominicana proveerá, sin costo alguno, espacio adecuado para ser utilizado como oficina por el personal de los Estados Unidos de América, así como espacio para almacenaje y mantenimiento del equipo de los Estados Unidos de América importado a la República Dominicana para los fines de este Acuerdo.

### ARTICLE VIII

#### Review and Entry into Force of this Agreement

1.- This Agreement shall be subject to review at any time upon written notice by either Government to the other that it desires to consult with a view to amendment.

2.- This Agreement shall enter into force upon signature by the authorized representatives of both Governments and shall remain in force until one year after either of the Governments shall have notified the other of its intention to terminate the Agreement.

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

Done in Santo Domingo, in duplicate, in the English and Spanish languages, each equally authentic, this 28th day of August of the year nineteen hundred and sixty-four.

For the Government of the  
United States of America:

W. TAPLEY BENNETT Jr

William Tapley Bennett, Jr.  
*Ambassador.*

[SEAL]

### ARTICULO VIII

#### Revisión y Vigencia de este Acuerdo

1.- Este Acuerdo estará sujeto a revisión en cualquier momento mediante aviso escrito por cualquiera de los dos Gobiernos, en el sentido de que desea consultar con miras a enmiendas.

2.- Este Acuerdo entrará en vigor al ser firmado por los representantes autorizados de ambos Gobiernos y permanecerá vigente hasta un año después de que cualquiera de los dos Gobiernos haya notificado al otro su intención de poner fin a este Acuerdo.

EN FE DE LO CUAL los suscritos, debidamente autorizados por sus respectivos Gobiernos, han firmado el presente Acuerdo.

HECHO en Santo Domingo, por duplicado, en los idiomas Inglés y Español, siendo ambos textos igualmente auténticos, el día 28 de agosto del año mil novecientos sesenta y cuatro.

Por el Gobierno de la  
República Dominicana:

P P CABRAL

Pedro Pablo Cabral,  
*Subsecretario de Estado de Relaciones  
Exteriores.*

[SEAL]

# INDIA

## Trade in Cotton Textiles

*Agreement amending the agreement of April 15, 1964.*

*Effectuated by exchange of notes*

*Signed at Washington September 15, 1964;*

*Entered into force September 15, 1964.*

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*The Secretary of State to the Ambassador of India*

DEPARTMENT OF STATE

WASHINGTON

*September 15, 1964*

EXCELLENCY:

I have the honor to refer to the agreement on trade in cotton textiles effected by exchange of notes in Washington on April 15, 1964 [<sup>1</sup>] (hereinafter referred to as the Agreement) and to recent discussions between representatives of the Government of the United States of America and the Government of India concerning this Agreement. As a result of these discussions, I have the honor to propose that the following changes be made in the Agreement:

1. Paragraph 1 of the Agreement shall be amended to read as follows:

"1. The Government of India shall limit exports in Categories 9, 18, 19, 22 and 26 for the twelve-month periods beginning April 1, 1964 and April 1, 1965 and for the six month period beginning April 1, 1966 to the following specific ceilings and aggregate limits:

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<sup>1</sup> TIAS 5559; *Ante*, p. 336.

Category No.	Description	April 1, 1964 To March 31, 1965	April 1, 1965 To March 31, 1966	April 1, 1966 To September 30, 1966
		<u>S q u a r e Y a r d s</u>		
	<u>Specific Ceilings</u>			
9	Sheeting, carded	12, 225, 000	12, 607, 500	6, 457, 500
18-19	Printcloth, shirting	6, 112, 500	6, 303, 750	3, 228, 750
22	Twill and sateen, carded	4, 584, 375	4, 727, 812	2, 421, 563
26	(Duck only)	2, 241, 250	2, 311, 875	1, 183, 875
26	(Other than Duck)	17, 318, 750	17, 860, 625	9, 148, 125
<u>Aggregate Limits for</u> <u>Categories 9, 18/19,</u> <u>22 and 26</u>		37, 693, 750	38, 873, 125	19, 910, 625"

2. Paragraph 2 of the Agreement shall be amended to read as follows:

"2. The Government of India shall limit exports in Category 31 for the three periods referred to in the preceding paragraph to the following specific ceilings:

April 1, 1964—March 31, 1965	2, 699, 687 pieces
April 1, 1965—March 31, 1966	2, 784, 156 pieces
April 1, 1966—September 30, 1966	1, 426, 031 pieces"

3. Paragraphs 5, 6, 10 and 11 of the Agreement shall be deleted.

4. Paragraphs 7, 8, and 9 of the Agreement shall be renumbered respectively as Paragraphs 5, 6 and 7.

5. Paragraph 12 of the Agreement shall be renumbered as Paragraph 8 and shall be amended to read as follows:

"8. This Agreement shall continue through September 30, 1966, provided that either Government no later than January 1, 1965 or January 1, 1966, may propose revisions in the terms of this Agreement, to be effective for the following period and provided further, that either Government may terminate this Agreement effective March 31, 1965 or March 31, 1966 by written notice to the other Government given no later than January 1, 1965 or January 1, 1966, respectively."

If these proposals are acceptable to your Government, this note and your Excellency's note in reply on behalf of the Government of India shall constitute an agreement between our Governments.

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

For the Secretary of State:

G. GRIFFITH JOHNSON

His Excellency

BRAJ KUMAR NEHRU,  
*Ambassador of India.*

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*The Ambassador of India to the Secretary of State*

EMBASSY OF INDIA  
WASHINGTON, D.C.  
*September 15, 1964*

EXCELLENCY:

I have the honour to acknowledge receipt of your note of today's date concerning trade in cotton textiles between India and the United States which reads as follows:

"Excellency: I have the honor to refer to the agreement on trade in cotton textiles effected by exchange of notes in Washington on April 15, 1964 (hereinafter referred to as the Agreement) and to recent discussions between representatives of the Government of the United States of America and the Government of India concerning this Agreement. As a result of these discussions, I have the honor to propose that the following changes be made in the Agreement:

1. Paragraph 1 of the Agreement shall be amended to read as follows:

"1. The Government of India shall limit exports in Categories 9, 18, 19, 22 and 26 for the twelve-month periods beginning April 1, 1964 and April 1, 1965 and for the six month period beginning April 1, 1966 to the following specific ceilings and aggregate limits:

Category No.	Description	April 1, 1964 To March 31, 1965	April 1, 1965 To March 31, 1966	April 1, 1966 To September 30, 1966
		<u>Specific Ceilings</u>		
			<u>Square Yards</u>	
9	Sheeting, carded	12, 225, 000	12, 607, 500	6, 457, 500
18-19	Printcloth, shirting	6, 112, 500	6, 303, 750	3, 228, 750
22	Twill and sateen, carded	4, 584, 375	4, 727, 812	2, 421, 563
26	(Duck only)	2, 241, 250	2, 311, 375	1, 183, 875
26	(Other than Duck)	17, 318, 750	17, 860, 625	9, 148, 125
<u>Aggregate Limits for Categories 9, 18/19, 22 and 26</u>		37, 693, 750	38, 873, 125	19, 910, 625"

2. Paragraph 2 of the Agreement shall be amended to read as follows:

"2. The Government of India shall limit exports in Category 31 for the three periods referred to in the preceding paragraph to the following specific ceilings:

April 1, 1964-March 31, 1965	2, 699, 687 pieces
April 1, 1965-March 31, 1966	2, 784, 156 pieces
April 1, 1966-September 30, 1966	1, 426, 031 pieces"

3. Paragraphs 5, 6, 10 and 11 of the Agreement shall be deleted.

4. Paragraphs 7, 8, and 9 of the Agreement shall be renumbered respectively as Paragraphs 5, 6 and 7.

5. Paragraph 12 of the Agreement shall be renumbered as Paragraph 8 and shall be amended to read as follows:

"8. This Agreement shall continue through September 30, 1966, provided that either Government no later than January 1, 1965 or January 1, 1966, may propose revisions in the terms of this Agreement, to be effective for the following period and provided further, that either Government may terminate this Agreement effective March 31, 1965 or March 31, 1966, by written notice to the other Government given no later than January 1, 1965 or January 1, 1966, respectively."

I have the honor to confirm the foregoing understandings on behalf of the Government of India.

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

For the Ambassador:

K S SUNDARA RAJAN

K. S. Sundara Rajan.

The Honorable

DEAN RUSK,

*Secretary of State,  
Department of State,  
Washington D.C.*

# NETHERLANDS

## Double Taxation: Taxes on Income

*Protocol modifying and supplementing the extension to the Netherlands Antilles of the convention of April 29, 1948, as supplemented.*

*Signed at The Hague October 23, 1963;*

*Ratification advised by the Senate of the United States of America July 29, 1964;*

*Ratified by the President of the United States of America August 5, 1964;*

*Ratified by the Netherlands December 20, 1963;*

*Ratifications exchanged at Washington September 28, 1964;*

*Proclaimed by the President of the United States of America September 30, 1964;*

*Entered into force September 28, 1964.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS the protocol modifying and supplementing the extension to the Netherlands Antilles of the convention between the United States of America and the Kingdom of the Netherlands for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and certain other taxes was signed at The Hague on October 23, 1963, the original of which protocol is word for word as follows:

**Protocol modifying and supplementing the Extension to the Netherlands Antilles of the Convention between the United States of America and the Kingdom of the Netherlands for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and certain other taxes**

The Government of the United States of America and the Government of the Kingdom of the Netherlands,

Desiring to conclude a further Protocol modifying and supplementing the Extension to the Netherlands Antilles of the Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and certain other taxes signed at Washington on April 29, 1948,[<sup>1</sup>] as supplemented by the Protocol signed at Washington on June 15, 1955,[<sup>2</sup>] and as extended to the Netherlands Antilles by Exchanges of Notes dated at Washington on June 24 and August 7, 1952, September 15 and November 4 and 10, 1955,[<sup>3</sup>]

Have accordingly appointed their respective representatives for this purpose, who have agreed as follows:

**Article I**

(1) Articles VII, VIII, and IX of the Convention shall not apply to income derived from sources within the United States by any investment or holding company, corporation, limited partnership or other entity entitled to any of the special tax benefits provided under Article 13, Article 14, or Article

**Protocol ter wijziging en aanvulling van de uitbreiding tot de Nederlandse Antillen van het Verdrag tussen de Verenigde Staten van Amerika en het Koninkrijk der Nederlanden ter voorkoming van dubbele belasting en ter vermindering van het ontgaan van belasting met betrekking tot belastingen van inkomsten en bepaalde andere belastingen**

De Regering van de Verenigde Staten van Amerika en de Regering van het Koninkrijk der Nederlanden,

Verlangende een nader protocol te sluiten ter wijziging en aanvulling van de uitbreiding tot de Nederlandse Antillen van het Verdrag ter voorkoming van dubbele belasting en ter vermindering van het ontgaan van belasting met betrekking tot belastingen van inkomsten en bepaalde andere belastingen, ondertekend te Washington op 29 april 1948, als aangevuld bij het Protocol, ondertekend te Washington op 15 juni 1955 en als uitgebreid tot de Nederlandse Antillen bij te Washington gewisselde nota's, gedateerd 24 juni en 7 augustus 1952 en 15 september en 4 en 10 november 1955,

Hebben dienovereenkomstig te dien einde hun onderscheiden vertegenwoordigers benoemd, die het volgende zijn overeengekomen:

**Artikel I**

1) De artikelen VII, VIII en IX van het Verdrag zijn niet van toepassing op inkomsten verkregen uit binnen de Verenigde Staten gelegen bronnen door een beleggingsmaatschappij of houdermaatschappij, een lichaam, een commanditaire vennootschap of een andere eenheid die recht heeft op een

<sup>1</sup> TIAS 1855; 62 Stat. 1757.

<sup>2</sup> TIAS 3366; 6 UST 3696.

<sup>3</sup> TIAS 3367; 6 UST 3703.

14A of the Netherlands Antilles' National Ordinance on Profit Tax of 1940, as in effect on September 1, 1963, or to substantially similar tax benefits granted under any law of the Netherlands Antilles enacted after such date.

(2) Notwithstanding the provisions of paragraph (1) of the present Article, Articles VII, VIII and IX of the Convention shall continue to apply to dividends, interest, and royalties derived by any entity, to which the provisions of paragraph (1) of this Article would otherwise apply, if either

(a) the payer of such income is a United States corporation (other than a United States corporation, 60 percent or more of the gross income of which is derived from interest except to the extent derived by a corporation the principal business of which is the making of loans, dividends, royalties, rents from real property, or gain from the sale or other disposition of stock, securities, or real property), 25 percent or more of the stock of which is owned by such entity; or

(b) all of the stock of such entity is owned

- (i) solely by one or more individual residents of the Netherlands Antilles in their individual capacities,
- (ii) solely by one or more individual residents of the Netherlands in their individual capacities, or
- (iii) solely by one or more corporations of the Netherlands.

der bijzondere belastingfaciliteiten toegekend krachtens artikel 13, artikel 14 of artikel 14A van de Landsverordening op de winstbelasting 1940 van de Nederlandse Antillen, zoals deze op 1 september 1963 van kracht was, of op belastingfaciliteiten van in wezen gelijksortige aard, verleend op grond van een na genoemde datum tot stand gekomen wettelijke regeling van de Nederlandse Antillen.

2) Niettegenstaande het bepaalde in het eerste lid van dit artikel, blijven de artikelen VII, VIII en IX van het Verdrag van toepassing op dividenden, interest en royalty's, welke worden genoten door een eenheid waarop anders het in het eerste lid van dit artikel bepaalde van toepassing zou zijn, indien hetzij

a) de betaler van deze inkomsten een lichaam der Verenigde Staten is (niet zijnde een lichaam der Verenigde Staten, waarvan 60 procent of meer van de bruto inkomsten wordt genoten uit interest—behalve voor zover verkregen door een lichaam welks voornaamste activiteit het verstrekken van leningen is—dividenden, royalty's, huren van onroerende goederen, of voordeel uit verkoop of andere vervreemding van aandelen, effecten of onroerende goederen), waarvan 25 procent of meer van de aandelen het eigendom is van zulk een eenheid; hetzij

b) alle aandelen van bedoelde eenheid het eigendom zijn van

- (i) uitsluitend een of meer natuurlijke personen die inwoner zijn van de Nederlandse Antillen en voor zichzelf handelen,
- (ii) uitsluitend een of meer natuurlijke personen die inwoner zijn van Nederland, en voor zichzelf handelen, of
- (iii) uitsluitend een of meer lichamen van Nederland.

**Article II**

In the application to the Netherlands Antilles of the Convention, Article X shall be deleted and replaced by the following:

**“Article X**

„A resident or corporation of one of the Contracting States, deriving from sources within the other Contracting State royalties in respect of the operation of mines, quarries, or natural resources, or rentals from real property, may elect for any taxable year to be subject to the tax of such other Contracting State on such income on a net income basis.”

**Article III**

(1) The present Protocol shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

(2) The present Protocol shall come into force on the date of exchange of instruments of ratification.

(3) Article I of the present Protocol shall be applicable with respect to payments made on or after the first day of January of the year immediately following the year in which the exchange of instruments of ratification takes place. Article II of the present Protocol shall be applicable with respect to elections made for taxable years beginning on or after the first day of January of the year immediately following the year in which the exchange of instruments of ratification takes place.

(4) Notwithstanding the provisions of paragraph (3) of this Article, the following provisions shall apply with respect to dividends and interest paid to a corporation or other entity which is organized in the Netherlands Antilles under a notarial deed of incorporation

**Artikel II**

Bij de toepassing van het Verdrag op de Nederlandse Antillen komt artikel X te vervallen en wordt vervangen door:

**„Artikel X**

„Een inwoner of een lichaam van een van de Verdragsluitende Staten, uit bronnen in de andere Verdragsluitende Staat royalty's genietende terzake van de exploitatie van mijnen, steengroeven of natuurlijke hulpbronnen, of huren van onroerend goed, is bevoegd te verkiezen voor enig belastingjaar aan de belasting van die andere Staat op die inkomsten te worden onderworpen naar de zuivere opbrengst daarvan.”

**Artikel III**

1) Dit Protocol dient te worden bekrachtigd en de akten van bekrachting worden zo spoedig mogelijk uitgewisseld te Washington.

2) Dit Protocol treedt in werking op de dag van uitwisseling der akten van bekrachting.

3) Artikel I van dit Protocol is van toepassing met betrekking tot betalingen welke op of na 1 januari van het jaar onmiddellijk volgend op het jaar waarin de uitwisseling van de akten van bekrachting plaatsvindt, zijn verricht. Artikel II van dit Protocol is van toepassing met betrekking tot het keurecht uitgeoefend voor belastingjaren aanvangende op of na 1 januari van het jaar onmiddellijk volgende op het jaar waarin de uitwisseling van de akten van bekrachting plaatsvindt.

4) Niettegenstaande het bepaalde in lid 3 van dit artikel zijn de volgende bepalingen van toepassing met betrekking tot dividenden en interest, betaald aan een lichaam of andere eenheid opgericht in de Nederlandse Antillen bij een op of voor 14 mei 1963 gedateerde

dated on or before May 14, 1963, if Articles VII and VIII of the Convention would not be applicable to such dividends and interest by reason of Article I of the present Protocol:

(a) In the case of a dividend

- (i) paid during the period of two years beginning on the first day of January, 1964, the provisions of Article VII of the Convention shall continue to apply as though the present Protocol had not yet come into force;
- (ii) paid during the year beginning on the first day of January, 1966, United States tax with respect to such dividend shall be imposed at a rate not exceeding 20 percent; and

(b) In the case of interest paid during the period of three years beginning on the first day of January, 1964, the provisions of Article VIII shall continue to apply as though the present Protocol had not yet come into force.

IN WITNESS WHEREOF the undersigned representatives, duly authorised for that purpose, have signed the present Protocol.

DONE in duplicate, in the English and Dutch languages, the two texts having equal authenticity, at The Hague, this 23d day of October, 1963.

For the Government of the United States of America:

JOHN S. RICE

For the Government of the Kingdom of the Netherlands:

L DE BLOCK

notariële akte van oprichting, indien ingevolge artikel I van dit Protocol de artikelen VII en VIII van het Verdrag niet op deze dividenden en interest van toepassing zouden zijn:

a) Wat betreft een dividend:

- (i) betaald in de loop van het tijdvak van twee jaar aanvangende op 1 januari 1964, blijven de bepalingen vervat in artikel VII van het Verdrag van toepassing als ware dit Protocol nog niet in werking getreden,
- (ii) betaald in de loop van het jaar aanvangende op 1 januari 1966, wordt met betrekking tot dit dividend belasting van de Verenigde Staten geheven naar een tarief dat 20 percent niet te boven gaat; en

b) Wat betreft interest betaald in de loop van het tijdvak van drie jaar aanvangende op 1 januari 1964, blijven de bepalingen van artikel VIII van toepassing, als ware dit Protocol nog niet in werking getreden.

TEN BLIJKE WAARVAN de ondergetekende vertegenwoordigers, daartoe behoorlijk gemachtigd, dit Protocol hebben ondertekend.

GEDAAN in tweevoud, in de Engelse en de Nederlandse taal, hebbende beide teksten gelijke rechtskracht, te 's-Graavenhage, de 23ste dag van oktober 1963.

Voor de Regering van de Verenigde Staten van Amerika:

JOHN S. RICE

Voor de Regering van het Koninkrijk der Nederlanden:

L DE BLOCK

WHEREAS the Senate of the United States of America, by their resolution of July 29, 1964, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid protocol;

WHEREAS the aforesaid protocol was duly ratified by the President of the United States of America on August 5, 1964, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the Kingdom of the Netherlands;

WHEREAS it is provided in Article III of the aforesaid protocol that the protocol shall come into force on the date of exchange of instruments of ratification;

AND WHEREAS the respective instruments of ratification of the aforesaid protocol were duly exchanged at Washington on September 28, 1964 by the respective Plenipotentiaries of the United States of America and the Kingdom of the Netherlands;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the aforesaid protocol of October 23, 1963 to the end that the said protocol and each and every article and clause thereof may 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 hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this thirtieth day of September in the year of our Lord one thousand nine hundred sixty-four  
[SEAL] and of the Independence of the United States of America  
the one hundred eighty-ninth.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

# KENYA

## Peace Corps

*Agreement effected by exchange of notes*

*Signed at Nairobi August 26, 1964;*

*Entered into force August 26, 1964.*

*With exchange of notes.*

---

*The American Ambassador to the Prime Minister of Kenya*

No. 24

*NAIROBI, August 26, 1964.*

**EXCELLENCY:**

I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in Kenya.

1. The Government of the United States of America will furnish such Peace Corps Volunteers as may be requested by the Government of Kenya and approved by the Governments of the United States of America and Kenya to perform mutually agreed tasks in Kenya. The Volunteers will work under the immediate supervision of governmental or such other organizations in Kenya designated by our two Governments. The Government of the United States of America will provide training to enable the Volunteers to perform more effectively their agreed tasks.

2. The Government of Kenya will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States of America residing in Kenya; and fully inform, consult and cooperate with representatives of the Government of the United States of America with respect to all matters concerning them. The Government of Kenya will exempt the Volunteers from all taxes on income derived from sources outside Kenya, from all customs duties or other charges on their personal property (excluding motor vehicles, refrigerators, television sets, tobacco and alcohol) introduced into Kenya for their own use within three months of their arrival, and from all other taxes or other charges (including immigration fees)

except all types of license fees and taxes or other charges included in the prices of equipment, supplies and services.

3. The Government of the United States of America will provide the Volunteers with such limited amounts of equipment and supplies as our two Governments may agree should be provided by the Government of the United States of America to enable the Volunteers to perform their tasks effectively. The Government of Kenya will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Kenya by the Government of the United States of America, or any contractor acting as an agent for it, for use hereunder.

4. To enable the Government of the United States of America to discharge its responsibilities under this agreement, the Government of Kenya will receive a Representative of the Peace Corps and such staff of the Representative as are acceptable to the Government of Kenya. The Government of Kenya will accord the Peace Corps Representative and his American staff first arrival privileges which shall include: exemption from income tax, graduated personal tax, and hospital contribution throughout their assignment in Kenya on emoluments received from their Peace Corps work and from sources outside Kenya; exemption from customs duties on all personal and household goods imported within three months after arrival and permission for free importation of one motor vehicles or duty-free purchase of one motor vehicle from bond during the first three months of their arrival in Kenya. This shall be understood to mean that the Representative and his American staff shall not be entitled to duty-free supplies of tobacco and alcohol at any time during the period of their assignment in Kenya. The Representative and his staff will be exempt from all other taxes or other charges (including immigration fees) except all types of license fees and taxes or other charges included in the prices of equipment, supplies and services.

5. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in Kenya as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

6. I have the honor to propose further that, if these understandings are acceptable to your Government, this letter and your Government's reply letter concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your Government's reply letter and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

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

WILLIAM ATTWOOD

His Excellency  
JOMO KENYATTA,  
*Prime Minister of Kenya,*  
*Nairobi.*

*The Prime Minister of Kenya to the American Ambassador*

PRIME MINISTER'S OFFICE

NAIROBI, KENYA

*26th August, 1964.*

EXT.171/28/003/36

EXCELLENCY,

I have the honour to refer to your letter dated 26th August, 1964 addressed to me concerning the United States Peace Corps Programme in Kenya in the following terms:

"I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in Kenya.

1. The Government of the United States of America will furnish such Peace Corps Volunteers as may be requested by the Government of Kenya and approved by the Governments of the United States of America and Kenya to perform mutually agreed tasks in Kenya. The Volunteers will work under the immediate supervision of governmental or such other organizations in Kenya designated by our two Governments. The Government of the United States of America will provide training to enable the Volunteers to perform more effectively their agreed tasks.
2. The Government of Kenya will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favourable than that accorded generally to nationals of the United States of America residing in Kenya; and fully inform, consult and cooperate with representatives of the Government of the United States of America with respect to all matters concerning them. The Government of Kenya will exempt the Volunteers from all taxes on income derived from sources outside Kenya, from all customs duties or other charges on their personal property (excluding motor vehicles, refrigerators, television sets, tobacco and alcohol)

introduced into Kenya for their own use within three months of their arrival, and from all other taxes or other charges (including immigration fees) except all types of license fees and taxes or other charges included in the prices of equipment, supplies and services.

3. The Government of the United States of America will provide the Volunteers with such limited amounts of equipment and supplies as our two Governments may agree should be provided by the Government of the United States of America to enable the Volunteers to perform their tasks effectively. The Government of Kenya will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Kenya by the Government of the United States of America, or any contractor acting as an agent for it, for use hereunder.
4. To enable the Government of the United States of America to discharge its responsibilities under this agreement, the Government of Kenya will receive a Representative of the Peace Corps and such staff of the Representative as are acceptable to the Government of Kenya. The Government of Kenya will accord the Peace Corps Representative and his American staff first arrival privileges which shall include: exemption from income tax, graduated personal tax, and hospital contribution throughout their assignment in Kenya on emoluments received from their Peace Corps work and from sources outside Kenya; exemption from customs duties on all personal and household goods imported within three months after arrival and permission for free importation of one motor vehicle or duty-free purchase of one motor vehicle from bond during the first three months of their arrival in Kenya. This shall be understood to mean that the Representative and his American staff shall not be entitled to duty-free supplies of tobacco and alcohol at any time during the period of their assignment in Kenya. The Representative and his staff will be exempt from all other taxes or other charges (including immigration fees) except all types of license fees and taxes or other charges included in the prices of equipment, supplies and services.
5. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in Kenya as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.
6. I have the honor to propose further that, if these understandings are acceptable to your Government, this letter and your Govern-

ment's reply letter concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your Government's reply letter and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it."

I confirm that the above understandings are acceptable to my Government and accordingly your letter under reference and my present letter in reply thereto shall be deemed to constitute an agreement between the Governments of Kenya and the United States on the latter's Peace Corps Programme in Kenya.

Accept, Excellency, the assurance of my highest consideration.

JOMO KENYATTA

Jomo Kenyatta  
Prime Minister

His Excellency WILLIAM ATTWOOD,  
*Ambassador of the United States of  
America to Kenya,  
Nairobi.*

*The Prime Minister of Kenya to the American Ambassador*

PRIME MINISTER'S OFFICE

NAIROBI, KENYA

EXT.171/28/003/37

26th August, 1964.

EXCELLENCE,

I have the honour to refer to the Agreement between the Governments of Kenya and the United States of America effected by exchange of letters on the 26th August, 1964, on the American Peace Corps Programme in Kenya.

The last sentence of paragraph 3 of the aforementioned Agreement reads as follows:-

"The Government of Kenya will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Kenya by the Government of the United States, or any contractor acting as agent for it, for use hereunder."

My Government would like to put it on record that the expression "acquired in Kenya by the Government of United States" shall normally mean that the equipment and supplies referred to will be ordered and cleared duty-free from bond, and not purchased from duty-paid stocks out of bond. In order to implement this clause in respect of duty-paid goods purchased locally by the Peace Corps Representative,

the Government of Kenya would have to make a refund of the duty element, after the purchase had been made. For administrative reasons this practice is kept to the minimum in Kenya. If therefore the Peace Corps Representative needs at any time to purchase duty-paid goods on which it is intended to claim refund of duty, it is requested that prior notification be given to the Kenya Government. Application for refund of import duty and consumption tax on petrol and lubricating oil used for official purposes of the Peace Corps Programme in Kenya shall be made on a quarterly basis, subject to a certification by the Peace Corps Representative that the refund claimed is proper and is in respect of petrol and lubricating oil used for official purposes.

Accept, Excellency, the assurance of my highest consideration.

JOMO KENYATTA

Jomo Kenyatta  
Prime Minister

His Excellency WILLIAM ATTWOOD,  
*Ambassador of the United States of  
America to Kenya,  
Nairobi.*

---

*The American Ambassador to the Prime Minister of Kenya*

No. 25

NAIROBI, August 26, 1964.

EXCELLENCY:

I have the honor to refer to the Agreement between the Governments of Kenya and the United States of America effected by exchange of letters on the American Peace Corps Program in Kenya on August 26, 1964. I have the honor to confirm my Government's agreement with the following statement:

"The last sentence of paragraph (3) of the aforementioned Agreement reads as follows:

"The Government of Kenya will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Kenya by the Government of the United States of America, or any contractor acting as agent for it, for use hereunder."

My Government would like to put it on record that the expression "acquired in Kenya by the Government of the United States of America" shall normally mean that the equipment and supplies referred to will be ordered and cleared duty-free from bond, and not purchased from duty-paid stocks out of bond. In order to implement this clause in respect of duty-paid goods purchased locally by the Peace Corps Representative, the Government of Kenya would have to make a refund of

the duty element, after the purchase had been made. For administrative reasons this practice is kept to the minimum in Kenya. If therefore the Peace Corps Representative needs at any time to purchase duty-paid goods on which it is intended to claim refund of duty, it is requested that prior notification be given to the Kenya Government. Application for refund of import duty and consumption tax on petrol and lubricating oil used for official purposes of the Peace Corps Program in Kenya shall be made on a quarterly basis, subject to a certification by the Peace Corps Representative that the refund claimed is proper and is in respect of petrol and lubricating oil used for official purposes."

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

WILLIAM ATTWOOD

His Excellency

JOMO KENYATTA,

*Prime Minister of Kenya,  
Nairobi.*

# YUGOSLAVIA

## Trade in Cotton Textiles

*Agreement effected by exchange of notes  
Signed at Washington October 5, 1964;  
Date of entry into force January 1, 1965.  
With exchanges of letters.*

*The Secretary of State to the Chief of the Yugoslav Delegation for  
Textile Negotiations*

DEPARTMENT OF STATE  
WASHINGTON  
October 5, 1964

SIR:

I refer to the discussions in Belgrade and Washington between representatives of the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia concerning exports of cotton textiles from Yugoslavia to the United States.

As a result of these discussions, I propose the following agreement relating to trade in cotton textiles between Yugoslavia and the United States.

1. The Government of the Socialist Federal Republic of Yugoslavia shall limit its exports to the United States in all categories of cotton textiles for the twelve-month period beginning January 1, 1965 to an aggregate limit of 15.1 million square yards equivalent.

2. Within this aggregate limit, the following specific ceilings shall apply:

<u>Category</u>	<u>Million Square Yards</u>
1-2	.6 (equivalent)
9	5.0
15-16	1.5
18-19	2.1
22	1.0
Duck (part of 26)	1.65
31	1.0 (equivalent)

3. Within the aggregate limit, exports of apparel (Categories 39-63) shall not exceed 1.5 million square yards equivalent. Within this

group limit on apparel exports, the following specific ceilings shall apply:

<u>Category</u>	<u>Level</u>
48	4,500 Dozen
49	10,000 Dozen

4. The square yard equivalent of any shortfalls occurring in the categories subject to specific ceilings may be used for exports in categories not given specific ceilings, provided, however, that total exports of apparel, Categories 39-63, shall not exceed the group limit specified in paragraph 3.

5. Within the aggregate limit, any specific ceiling, now provided for under paragraphs 2 and 3 or negotiated at some future date, pursuant to the provisions of paragraph 6, may be exceeded by not more than 5 percent; provided, however, that total exports of apparel, Categories 39-63, shall not exceed the group limit specified in paragraph 3.

6. The Government of the Socialist Federal Republic of Yugoslavia shall enter into consultations with the United States Government in the event exports, in any calendar year, in any category not given a specific ceiling, are planned to be in excess of the following levels:

- |  |                                     |
|--|-------------------------------------|
| (a) Categories 3 through 8, 10 through 14,<br>17, 20, 21, 23 through 25, 26 (other<br>than duck), 27 through 30, 32 through<br>44, 47, 52 through 64 | 350,000 square<br>yards equivalent; |
| (b) Categories 45, 46, 50 and 51   | 300,000 square<br>yards equivalent. |

The United States Government shall agree to enter into such consultations and, during the course thereof, shall provide the Government of the Socialist Federal Republic of Yugoslavia with information on the condition of the United States market in the categories in question. Until agreement is reached the Government of the Socialist Federal Republic of Yugoslavia shall limit its exports in the categories in question at an annual level not in excess of 350,000 square yards equivalent for any of the categories enumerated in (a) above and not in excess of 300,000 square yards equivalent for any of the categories enumerated in (b) above.

7. The levels established in paragraphs 1, 2, 3, and 6 of this agreement shall be increased by five percent for the calendar year 1966. For the calendar year 1967, each of these levels shall be increased by a further five percent over the levels for the calendar year 1966.

8. With the exception of seasonal items, the Government of the Socialist Federal Republic of Yugoslavia shall use its best efforts to space evenly its annual exports under this agreement.

9. In the implementation of this agreement, the system of categories and the rates of conversion into square yard equivalents listed in the Annex hereto shall apply.

10. Each Government agrees to supply promptly all available statistical data relating to trade in cotton textiles requested by the other Government. In particular, the Government of the Socialist Federal Republic of Yugoslavia shall supply the most current export data to the Government of the United States, and the Government of the United States shall supply the most current import data to the Government of the Socialist Federal Republic of Yugoslavia.

11. The United States Government agrees not to invoke, beginning January 1, 1965, the procedures of Articles 6(c) and 3 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 [¹] to limit importation of cotton textiles from the Socialist Federal Republic of Yugoslavia, and agrees to discontinue all export restraints imposed pursuant to the provisions of these Articles as of that date.

12. The Governments agree to consult on any question arising in the implementation of this agreement. In particular, in the event that, because of a return to normalcy of market conditions in the United States, the Government of the United States relaxes measures it has taken under the Long-Term Arrangement with respect to categories given ceilings herein, consultation may be requested by the Government of the Socialist Federal Republic of Yugoslavia to negotiate removal or modification of those ceilings.

13. This agreement shall continue in force through December 31, 1967; provided that either Government may propose revisions in the terms of the agreement no later than 90 days prior to the beginning of a calendar year; and provided, further, that either Government may terminate this agreement effective at the beginning of a new calendar year by written notice to the other Government given at least 90 days prior to the beginning of such twelve-month period.

If these proposals are acceptable to the Government of the Socialist Federal Republic of Yugoslavia, this note and your note of acceptance on behalf of the Government of the Socialist Federal Republic of Yugoslavia shall constitute an agreement between our Governments, effective January 1, 1965.

Accept, Sir, the assurances of my high consideration.

For the Secretary of State:

G. GRIFFITH JOHNSON

Attachment:

Annex : Cotton Textile Categories and Conversion Factors

Mr. MIHAJLO STEVOVIC,  
*Chief of the Yugoslav Delegation  
for Textile Negotiations,  
Embassy of the Socialist Federal  
Republic of Yugoslavia.*

<sup>1</sup> TIAS 5240; 13 UST 2672.

ANNEXCOTTON TEXTILE CATEGORIES AND CONVERSION FACTORS

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
1	Yarn, carded, singles	Lb.	4. 6
2	Yarn, carded, plied	Lb.	4. 6
3	Yarn, combed, singles	Lb.	4. 6
4	Yarn, combed, plied	Lb.	4. 6
5	Gingham, carded	Syd.	1. 0
6	Gingham, combed	Syd.	1. 0
7	Velveteen	Syd.	1. 0
8	Corduroy	Syd.	1. 0
9	Sheeting, carded	Syd.	1. 0
10	Sheeting, combed	Syd.	1. 0
11	Lawn, carded	Syd.	1. 0
12	Lawn, combed	Syd.	1. 0
13	Voile, carded	Syd.	1. 0
14	Voile, combed	Syd.	1. 0
15	Poplin and broadcloth, carded	Syd.	1. 0
16	Poplin and broadcloth, combed	Syd.	1. 0
17	Typewriter ribbon cloth	Syd.	1. 0
18	Print cloth, shirting type, 80 x 80 type, carded	Syd.	1. 0
19	Print cloth, shirting type, other than 80 x 80 type, carded	Syd.	1. 0
20	Shirting, Jacquard or dobby, carded	Syd.	1. 0
21	Shirting, Jacquard or dobby, combed	Syd.	1. 0
22	Twill and sateen, carded	Syd.	1. 0
23	Twill and sateen, combed	Syd.	1. 0
24	Woven fabric, n.e.s., yarn dyed, carded	Syd.	1. 0
25	Woven fabric, n.e.s., yarn dyed, combed	Syd.	1. 0
26	Woven fabric, other, carded	Syd.	1. 0
27	Woven fabric, other, combed	Syd.	1. 0
28	Pillowcases, carded	No.	1. 084
29	Pillowcases, combed	No.	1. 084
30	Dish towels	No.	. 348
31	Other towels	No.	. 348
32	Handkerchiefs, whether or not in the piece	Doz.	1. 66
33	Table damask and manufactures	Lb.	3. 17
34	Sheets, carded	No.	6. 2
35	Sheets, combed	No.	6. 2
36	Bedspreads and quilts	No.	6. 9
37	Braided and woven elastics	Lb.	4. 6
38	Fishing nets and fish netting	Lb.	4. 6

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
39	Gloves and mittens	Doz. Prs.	3. 527
40	Hose and half hose	Doz. Prs.	4. 6
41	T-shirts, all white, knit, men's and boys'	Doz.	7. 234
42	T-shirts, other, knit	Doz.	7. 234
43	Shirts, knit, other than T-shirts and sweatshirts	Doz.	7. 234
44	Sweaters and cardigans	Doz.	36. 8
45	Shirts, dress, not knit, men's and boys'	Doz.	22. 186
46	Shirts, sport, not knit, men's and boys'	Doz.	24. 457
47	Shirts, work, not knit, men's and boys'	Doz.	22. 186
48	Raincoats, $\frac{3}{4}$ length or longer, not knit	Doz.	50. 0
49	Other coats, not knit	Doz.	32. 5
50	Trousers, slacks and shorts (outer), not knit, men's and boys'	Doz.	17. 797
51	Trousers, slacks and shorts (outer), not knit, women's, girls' and infants'	Doz.	17. 797
52	Blouses, not knit	Doz.	14. 53
53	Dresses (including uniforms), not knit	Doz.	45. 3
54	Playsuits, washsuits, sunsuits, creepers, rompers, etc., not knit, n.e.s.	Doz.	25. 0
55	Dressing gowns, including bathrobes, beach robes, lounge robes, housecoats, and dusters, not knit	Doz.	51. 0
56	Undershirts, knit, men's and boys'	Doz.	9. 2
57	Briefs and undershorts, men's and boys'	Doz.	11. 25
58	Drawers, shorts and briefs, knit, n.e.s.	Doz.	5. 0
59	All other underwear, not knit	Doz.	16. 0
60	Pajamas and other nightwear	Doz.	51. 96
61	Brassieres and other body-supporting garments	Doz.	4. 75
62	Wearing apparel, knit, n.e.s.	Lb.	4. 6
63	Wearing apparel, not knit, n.e.s.	Lb.	4. 6
64	All other cotton textiles	Lb.	4. 6

Apparel items exported in sets shall be recorded under separate categories of the component items.

*The Chief of the Yugoslav Delegation for Textile Negotiations to the  
Secretary of State*

EMBASSY OF THE SOCIALIST FEDERAL  
REPUBLIC YUGOSLAVIA  
WASHINGTON

EXCELLENCY:

I have the honor to acknowledge receipt of your note of today's date proposing a bilateral agreement concerning trade in cotton textiles between the Socialist Federal Republic of Yugoslavia and the United States, which reads as follows:

"Sir:

I refer to the discussions in Belgrade and Washington between representatives of the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia concerning exports of cotton textiles from Yugoslavia to the United States.

As a result of these discussions, I propose the following agreement relating to trade in cotton textiles between Yugoslavia and the United States.

1. The Government of the Socialist Federal Republic of Yugoslavia shall limit its exports to the United States in all categories of cotton textiles for the twelve-month period beginning January 1, 1965 to an aggregate limit of 15.1 million square yards equivalent.

2. Within this aggregate limit, the following specific ceilings shall apply:

<u>Category</u>	<u>Million Square Yards</u>
1-2	.6 (equivalent)
9	5.0
15-16	1.5
18-19	2.1
22	1.0
Duck (part of 26)	1.65
31	1.0 (equivalent)

3. Within the aggregate limit, exports of apparel (Categories 39-63) shall not exceed 1.5 million square yards equivalent. Within this group limit on apparel exports, the following specific ceilings shall apply:

<u>Category</u>	<u>Level</u>
48	4.500 Dozen
49	10.000 Dozen

4. The square yard equivalent of any shortfalls occurring in the categories subject to specific ceilings may be used for exports in cate-

gories not given specific ceilings, provided, however, that total exports of apparel, Categories 39-63, shall not exceed the group limit specified in paragraph 3.

5. Within the aggregate limit, any specific ceiling, now provided for under paragraphs 2 and 3 or negotiated at some future date, pursuant to the provisions of paragraph 6, may be exceeded by not more than 5 percent; provided, however, that total exports of apparel, Categories 39-63, shall not exceed the group limit specified in paragraph 3.

6. The Government of the Socialist Federal Republic of Yugoslavia shall enter into consultations with the United States Government in the event exports, in any calendar year, in any category not given a specific ceiling, are planned to be in excess of the following levels:

- |  |                                     |
|--|-------------------------------------|
| (a) Categories 3 through 8, 10 through 14,<br>17, 20, 21, 23 through 25, 26 (other<br>than duck), 27 through 30, 32 through<br>44, 47, 52 through 64 | 350.000 square<br>yards equivalent; |
| (b) Categories 45, 46, 50 and 51   | 300.000 square<br>yards equivalent. |

The United States Government shall agree to enter into such consultations and, during the course thereof, shall provide the Government of the Socialist Federal Republic of Yugoslavia with information on the condition of the United States market in the categories in question. Until agreement is reached the Government of the Socialist Federal Republic of Yugoslavia shall limit its exports in the categories in question at an annual level not in excess of 350.000 square yards equivalent for any of the categories enumerated in (a) above and not in excess of 300.000 square yards equivalent for any of the categories enumerated in (b) above.

7. The levels established in paragraphs 1, 2, 3, and 6 of this agreement shall be increased by five percent for the calendar year 1966. For the calendar year 1967, each of these levels shall be increased by a further five percent over the levels for the calendar year 1966.

8. With the exception of seasonal items, the Government of the Socialist Federal Republic of Yugoslavia shall use its best efforts to space evenly its annual exports under this agreement.

9. In the implementation of this agreement, the system of categories and the rates of conversion into square yard equivalents listed in the Annex hereto shall apply.

10. Each Government agrees to supply promptly all available statistical data relating to trade in cotton textiles requested by the other Government. In particular, the Government of the Socialist Federal Republic of Yugoslavia shall supply the most current export data to the Government of the United States, and the Government of the United States shall supply the most current import data to the Government of the Socialist Federal Republic of Yugoslavia.

11. The United States Government agrees not to invoke, beginning January 1, 1965, the procedures of Articles 6(c) and 3 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 to limit importation of cotton textiles from the Socialist Federal Republic of Yugoslavia, and agrees to discontinue all export restraints imposed pursuant to the provisions of these Articles as of that date.

12. The Governments agree to consult on any question arising in the implementation of this agreement. In particular, in the event that, because of a return to normalcy of market conditions in the United States, the Government of the United States relaxes measures it has taken under the Long-Term Arrangement with respect to categories given ceilings herein, consultation may be requested by the Government of the Socialist Federal Republic of Yugoslavia to negotiate removal or modification of those ceilings.

13. This agreement shall continue in force through December 31, 1967; provided that either Government may propose revisions in the terms of the agreement no later than 90 days prior to the beginning of a calendar year; and provided, further, that either Government may terminate this agreement effective at the beginning of a new calendar year by written notice to the other Government given at least 90 days prior to the beginning of such twelve-month period.

If these proposals are acceptable to the Government of the Socialist Federal Republic of Yugoslavia, this note and your note of acceptance on behalf of the Government of the Socialist Federal Republic of Yugoslavia shall constitute an agreement between our Governments, effective January 1, 1965.

Accept, Sir, the assurances of my high consideration."

I have the honor to confirm on behalf of the Government of the Socialist Federal Republic of Yugoslavia that this bilateral agreement is acceptable and that your Excellency's note and this note in reply shall constitute an agreement between our Governments.

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

MIHAJLO STEVOMIC

Mihailo Stevovic  
*Chief of the Yugoslav Delegation  
for Textile Negotiations*

OCTOBER 5, 1964

His Excellency  
DEAN RUSK

*Secretary of State  
of the United States of America*

*The Chief of the Yugoslav Delegation for Textile Negotiations to the  
Assistant Secretary of State for Economic Affairs*

EMBASSY OF THE SOCIALIST FEDERAL  
REPUBLIC YUGOSLAVIA  
WASHINGTON

OCTOBER 5, 1964

SIR:

I have the honor to refer to the agreement effected by an exchange of notes today between the Government of the Socialist Federal Republic of Yugoslavia and the Government of the United States of America concerning exports of cotton textiles from Yugoslavia to the United States.

With regard to currently restrained categories in which the restraint levels are now filled, the Government of the Socialist Federal Republic of Yugoslavia may wish to initiate exports prior to January 1, 1965 in order to preserve an orderly pattern of exports to the United States. Accordingly, the Government of the Socialist Federal Republic of Yugoslavia now requests that the Government of the United States agree to permit entry of exports in these categories, up to 20 percent of the specific ceilings for these categories established for the first year of the bilateral agreement, exported from Yugoslavia in the period November 10 through December 31, 1964, whenever the Government of the Socialist Federal Republic of Yugoslavia advises that these goods have been licensed for export against the specific ceilings of the bilateral agreement for calendar year 1965. Exports from Yugoslavia in the period November 10 through December 31, 1964 admitted for entry into the United States in accordance with the advice of the Government of the Socialist Federal Republic of Yugoslavia would be applied against the specific ceilings of the appropriate categories during the first year of the bilateral agreement. It is understood that the Government of the Socialist Federal Republic of Yugoslavia would advise the United States of all such shipments at the time they are licensed for export to the United States.

The Government of the Socialist Federal Republic of Yugoslavia also requests that the Government of the United States now agree to consider favorably, on the same terms, similar problems which might arise with regard to other categories currently under restraint in which restraint levels are not now filled.

Very truly yours,

MIHAJLO STEVOVIC

Mihailo Stevovic  
*Chief of the Yugoslav Delegation  
for Textile Negotiations*

The Honorable G. GRIFFITH JOHNSON,  
*Assistant Secretary of State  
for Economic Affairs,  
Department of State.*

TIAS 5667

*The Secretary of State to the Chief of the Yugoslav Delegation for  
Textile Negotiations*

OCTOBER 5, 1964

SIR:

I refer to your letter of October 5, 1964, which reads as follows:

"I have the honor to refer to the agreement effected by an exchange of notes today between the Government of the Socialist Federal Republic of Yugoslavia and the Government of the United States of America concerning exports of cotton textiles from Yugoslavia to the United States.

"With regard to currently restrained categories in which the restraint levels are now filled, the Government of the Socialist Federal Republic of Yugoslavia may wish to initiate exports prior to January 1, 1965 in order to preserve an orderly pattern of exports to the United States. Accordingly, the Government of the Socialist Federal Republic of Yugoslavia now requests that the Government of the United States agree to permit entry of exports in these categories, up to 20 percent of the specific ceilings for these categories established for the first year of the bilateral agreement, exported from Yugoslavia in the period November 10 through December 31, 1964, whenever the Government of the Socialist Federal Republic of Yugoslavia advises that these goods have been licensed for export against the specific ceilings of the bilateral agreement for calendar year 1965. Exports from Yugoslavia in the period November 10 through December 31, 1964 admitted for entry into the United States in accordance with the advice of the Government of the Socialist Federal Republic of Yugoslavia would be applied against the specific ceilings of the appropriate categories during the first year of the bilateral agreement. It is understood that the Government of the Socialist Federal Republic of Yugoslavia would advise the United States of all such shipments at the time they are licensed for export to the United States.

"The Government of the Socialist Federal Republic of Yugoslavia also requests that the Government of the United States now agree to consider favorably, on the same terms, similar problems which might arise with regard to other categories currently under restraint in which restraint levels are not now filled."

I wish to assure you on the behalf of my Government that your proposal is acceptable to the Government of the United States.

Accept, Sir, the assurance of my high consideration.

For the Secretary of State:

G. GRIFFITH JOHNSON  
Assistant Secretary

Mr. MIHAJLO STEVOMIC,  
*Chief of the Yugoslav Delegation  
for Textile Negotiations,*  
*Embassy of the Socialist  
Federal Republic of  
Yugoslavia.*

---

*The Secretary of State to the Chief of the Yugoslav Delegation for  
Textile Negotiations*

OCTOBER 5, 1964

Sir:

I refer to the agreement, effected by an exchange of notes today, between the Government of the Socialist Federal Republic of Yugoslavia and the Government of the United States of America concerning exports of cotton textiles from Yugoslavia to the United States.

As indicated in the attached tabulation, 863,780 square yards of cotton textiles of Yugoslav origin classified in category 9, are now held in bonded warehouse in the United States because these shipments are in excess of the restraint level of 4.1 million square yards for that category applicable for the twelve-month period of January 3, 1964 to January 2, 1965.

It is my understanding that the Government of the Socialist Federal Republic of Yugoslavia is agreeable to the release of these goods, to be charged against the export ceilings for category 9 established under the bilateral agreement effected today in the following manner:

50 percent of the quantity released to be deducted from the ceiling for the first year of the agreement, beginning January 1, 1965 and the remaining 50 percent to be deducted from the ceiling for the second year of the agreement, beginning January 1, 1966.

If this understanding is correct, I would appreciate receiving confirmation from the Government of the Socialist Federal Republic of Yugoslavia.

Accept, Sir, the assurance of my high consideration.

For the Secretary of State:

G. GRIFFITH JOHNSON  
Assistant Secretary

Mr. MIHAJLO STEVOVIC,  
*Chief of the Yugoslav Delegation  
for Textile Negotiations,  
Embassy of the Socialist  
Federal Republic of  
Yugoslavia.*

**LIST OF EMBARGOED CATEGORY 9 SHIPMENTS FROM YUGOSLAVIA**

<u>NOW IN BOND</u>						
<u>Entry No.</u>	<u>Entry Date</u>	<u>Port of Entry</u>	<u>Date of Exportation</u>	<u>Importer of Record</u>	<u>Sq. Yards</u>	
2202	6/ 6/64	Norfolk	4/29/64	Olympic Textile International Inco.	353, 114	
2218	6/ 8/64	Norfolk	4/29/64	Hipage Co. Inco.	367, 425	
2276	6/30/64	Norfolk	5/27/64	Hipage Co. Inco.	112, 205	
60955	6/ 1/64	New York	4/28/64	Maiden Lane Trading Inco.	31, 036	
Total						863, 780

*The Chief of the Yugoslav Delegation for Textile Negotiations to the  
Assistant Secretary of State for Economic Affairs*

EMBASSY OF THE SOCIALIST FEDERAL  
REPUBLIC YUGOSLAVIA  
WASHINGTON

OCTOBER 5, 1964

SIR:

I have the honor to refer to your letter of October 5, 1964, which reads as follows:

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I refer to the agreement, effected by an exchange of notes today, between the Government of the Socialist Federal Republic of Yugoslavia and the Government of the United States of America concerning exports of cotton textiles from Yugoslavia to the United States.

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If this understanding is correct, I would appreciate receiving confirmation from the Government of the Socialist Federal Republic of Yugoslavia.

Accept, Sir, the assurance of my high consideration."

I wish to assure you on behalf of my Government that your proposal is acceptable to the Government of the Socialist Federal Republic of Yugoslavia.

Very truly yours,

MIHAILO STEVOMIC

Mihailo Stevovic

*Chief of the Yugoslav Delegation  
for Textile Negotiations*

The Honorable G. GRIFFITH JOHNSON,  
*Assistant Secretary of State  
for Economic Affairs,  
Department of State.*

# GUINEA

## Agricultural Commodities

*Agreement signed at Conakry June 13, 1964; [<sup>1</sup>]  
Entered into force June 13, 1964.  
With exchange of notes.*

EMBASSY OF THE  
UNITED STATES OF AMERICA

### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF GUINEA UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Republic of Guinea:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Guinea francs of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Guinea francs accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Republic of Guinea pursuant to Title I of the Agricultural Trade Development and Assistance Act, [<sup>2</sup>] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

#### ARTICLE I

##### SALES FOR GUINEA FRANCS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of

<sup>1</sup> See also TIAS 5701, 5712; *post*, pp. 2172, 2238.

<sup>2</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

Guinea of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Guinea francs, to purchasers authorized by the Government of the Republic of Guinea, of the following agricultural commodities in the amounts indicated:

<u>Commodity</u>	<u>Export Market Value</u> (millions)
soybean and/or cotton seed oil	2. 020
condensed milk	. 640
evaporated milk	. 160
dry whole milk	. 460
butter	. 110
cheese	. 080
wheat flour	3. 760
inedible tallow	. 360
frozen poultry	. 030
<hr/>	
ocean transportation	. 950
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	8. 570

2. Applications for purchase authorizations for \$1.31 million of wheat flour authorized for calendar year 1964, all the other commodities, and certain ocean transportation costs, will be made within 90 days after the effective date of this Agreement.

3. The amount of wheat flour to be financed in fiscal year 1965 will be determined on the basis of an annual review to be made by the two Governments prior to the beginning of the fiscal year. The review shall take into account the United States stock position of wheat flour, usual marketings, changes in the Republic of Guinea's production, consumption, stocks, imports and exports of these and related commodities, storage facilities, and other matters. Applications for purchase authorizations for fiscal year 1965 will be made within 90 days from the date of the conclusion of such annual review.

4. Applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment by this Agreement will be made within 90 days after the effective date of such amendment.

5. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Guinea francs accruing from such sale, and other relevant matters.

6. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

ARTICLE IIUSES OF GUINEA FRANCS

The Guinea francs accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States shall determine, for the following purposes, in the proportions shown.

A. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (s) of Section 104 of the Act, or under any of such subsections, 24 percent of the Guinea francs accruing pursuant to this Agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as A.I.D.) under Section 104(e) of the Act and for administrative expenses of A.I.D. in Guinea incident thereto, 10 percent of the Guinea francs accruing pursuant to this Agreement. It is understood that:

- (1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Guinea for business development and trade expansion in Guinea and to United States firms and Guinean firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.
- (2) Loans will be mutually agreeable to A.I.D. and the Government of the Republic of Guinea acting through the Bank of the Republic of Guinea (hereinafter referred to as the Bank). The Governor of the Bank, or his designate, will act for the Government of the Republic of Guinea, and the Administrator of A.I.D. or his designate, will act for A.I.D.
- (3) Upon receipt of an application which A.I.D. is prepared to consider, A.I.D. will inform the Bank of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.
- (4) When A.I.D. is prepared to act favorably upon an application, it will so notify the Bank and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the Republic of Guinea on comparable loans, and the maturities will be consistent with the purposes of the financing.
- (5) Within sixty days after the receipt of the notice that A.I.D. is prepared to act favorably upon an application, the Bank will

indicate to A.I.D. whether or not the Bank has any objection to the proposed loan. Unless within the sixty-day period A.I.D. has received such a communication from the Bank, it shall be understood that the Bank has no objection to the proposed loan. When A.I.D. approves or declines the proposed loan it will notify the Bank.

- (6) In the event the Guinea francs set aside for loans under Section 104(e) of the Act are not advanced within four years from the date of this agreement because A.I.D. has not approved loans or because proposed loans have not been mutually agreeable to A.I.D. and the Bank, the Government of the United States of America may use the Guinea francs for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of the Republic of Guinea under Section 104 (g) of the Act for financing such projects to promote economic development including projects not heretofore included in plans of the Government of the Republic of Guinea, as may be mutually agreed, 66 percent of the Guinea francs accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Guinea francs for loan purposes under Section 104(g) of the Act within three years from the date of this Agreement, the Government of the United States of America may use the Guinea francs for any purpose authorized by Section 104 of the Act.

### ARTICLE III

#### DEPOSIT OF GUINEA FRANCS

1. The amount of Guinea francs to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Guinea francs as follows:

- (a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Republic of Guinea, or
- (b) if more than one legal rate for foreign exchange transactions exist, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of the Republic of Guinea.
2. Any refunds of Guinea francs which may become due under this agreement will be made by the Government of the United States of

America from funds available under this agreement. Any refunds of Guinea francs which may be due or become due under any prior agreement under the Act for which undisbursed funds are no longer available in the accounts of the United States disbursing officer in the Republic of Guinea will be made by the Government of the United States of America from funds available under this agreement. Any refunds of Guinea francs which may be due or become due under this agreement more than three years from the effective date of this agreement may, in the event that any subsequent agreement or agreements should be signed by the two Governments under the Act, be made by the Government of the United States of America from funds available from the most recent agreement in effect at the time of the refund.

#### ARTICLE IV

##### GENERAL UNDERTAKINGS

1. The Government of the Republic of Guinea will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly nations.

3. In carrying out this agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of Guinea will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and exports of the same or like commodities.

ARTICLE VCONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this agreement, or to the operation of arrangements carried out pursuant to this agreement.

ARTICLE VIENTRY INTO FORCE

This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE AT Conakry, Guinea, in duplicate, this 13th day of June, 1964.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

JAMES I. LOEB

FOR THE GOVERNMENT OF  
THE REPUBLIC OF GUINEA

K. N'FAMARA

MLA

ACCORD

Relatif aux produits agricoles conclu entre le  
**GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE**  
ET LE  
**GOUVERNEMENT DE LA REPUBLIQUE DE GUINEE**  
en vertu du titre I de la Loi sur le Développement  
des Echanges Commerciaux et de l'Aide en produits  
agricoles, telle qu'elle a été amendée.-

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République de Guinée:

Reconnaissant qu'il est désirable de développer le commerce des produits agricoles entre leurs deux pays et avec d'autres nations amies d'une manière telle que ce développement ne risque pas de porter préjudices aux marchés habituels des Etats-Unis d'Amérique pour ces produits ni d'entraîner des modifications excessives des prix mondiaux de ces produits agricoles, ou des courants commerciaux normaux avec les pays amis;

Considérant que l'achat en francs guinéens de produits agricoles en provenance des Etats-Unis d'Amérique aidera à la réalisation du développement de ce commerce;

Considérant que les francs guinéens provenant de ces achats seront utilisés d'une façon profitable aux deux pays;

Désirant établir les arrangements applicables aux ventes définies ci-dessous, de produits agricoles à la République de Guinée conformément au titre I de la Loi des Etats-Unis tendant à développer et à aider le commerce agricole, telle qu'elle a été amendée, (ci-après dénommée "la Loi"), et les mesures que les deux Gouvernements prendront tant individuellement que collectivement pour poursuivre le développement du commerce agricole en ce qui concerne de tels produits:

Sont convenus de ce qui suit:

### ARTICLE I

#### VENTES PAYABLES EN FRANCS GUINEENS

1. Sous réserve de l'émission d'autorisations d'achats par le Gouvernement des Etats-Unis d'Amérique et de l'acceptation desdites autorisations par le Gouvernement de la République de Guinée, et à la condition que les produits visés par la Loi seront disponibles à la date prévue pour leur exportation, le Gouvernement des Etats-Unis d'Amérique s'engage à financer les ventes à des acheteurs autorisés par le Gouvernement de la République de Guinée, avec paiement en francs guinéens, des produits agricoles suivants et pour les montants indiqués ci-dessous:

<u>Produits:</u>	<u>Valeur sur le Marché d'Exportation – (en millions de dollars)</u>
Huile de soja et/ou de coton	2. 020
Lait condensé	640
Lait évaporé	160
Lait en poudre entier	460
Beurre	110
Fromage	080
Farine de froment	3. 760
Suif non comestible	360
Volaille congelée	030
Transport maritime	950
	<hr/>
	8. 570

2. Les demandes d'autorisations d'achats pour 1.31 million de farine de froment autorisés pour l'année civile 1964, toutes les autres marchandises et certains coûts de transport devront être faites dans un délai de 90 jours à partir de la date d'entrée en vigueur du présent Accord.

3. Les quantités de farine de froment à financer pendant l'année fiscale 1965 seront fixées à la suite d'un examen annuel effectué par les deux Gouvernements avant le début de l'année fiscale. Au cours de cet examen il sera tenu compte des changements survenus dans les

stocks de la farine de froment aux Etats-Unis d'Amérique, les marchés habituels, les changements survenus en République de Guinée dans la production, les consommations, les stocks, les importations et exportations de ces produits et de produits connexes, moyens d'emmagasinage, et autres facteurs. Les demandes d'autorisations d'achats pour l'année budgétaire 1965 devront être faites dans un délai de 90 jours à partir de la date de conclusion de cet examen.

4. Les demandes d'autorisations d'achats pour tous les produits supplémentaires ou quantités supplémentaires de produits prévus dans tout amendement de cet Accord, seront faites dans un délai de 90 jours à partir de la date de l'entrée en vigueur d'un tel amendement.

5. Les autorisations d'achats comporteront des dispositions relatives à la vente et la livraison des produits les dates et les conditions de dépôt des francs guinéens provenant de telles ventes, et autres dispositions s'y rapportant.

6. L'un ou l'autre Gouvernement pourra mettre fin au financement, à la vente et à la livraison des produits en vertu du présent Accord s'il juge qu'il est inutile ou inopportun, en raison du changement des conditions, de continuer de financer, de vendre ou de livrer lesdits produits.

## ARTICLE II

### UTILISATION DES FRANCS GUINEENS

Les francs guinéens acquis par le Gouvernement des Etats-Unis d'Amérique à la suite des ventes faites conformément au présent Accord seront utilisés par le Gouvernement des Etats-Unis d'Amérique de la façon et avec l'ordre de priorité déterminé par ce dernier, pour les objets suivants et dans les proportions indiquées:

A. Pour régler les dépenses effectuées par le Gouvernement des Etats-Unis au titre des sous-sections (a) (b), (d), (f) et (h) jusqu'à la sous-section (s) de la Section 104 de la Loi ou au titre de l'une quelconque de ces sous-sections, vingt-quatre pour cent des francs guinéens acquis en vertu du présent Accord.

B. Pour les prêts qui seront faits par l'Administration pour le Développement International de Washington (ci-après dénommée "AID") au titre de la Section 104 (e) de la Loi pour les dépenses administratives de l'AID en Guinée se rapportant à ces prêts: dix pour cent des francs guinéens acquis en vertu du présent Accord. Il est entendu que:

(1) De tels prêts au titre de la Section 104 (e) de la Loi seront consentis à des sociétés américaines et aux succursales, agences ou filiales de ces sociétés en République de Guinée afin de développer les affaires et le commerce en Guinée et à des sociétés américaines et des sociétés guinéennes pour l'établissement des conditions qui aideront à l'utilisation, à l'augmentation d'une manière quelconque

de la distribution ou de la consommation et de l'extention du marché pour les produits agricoles en provenances des Etats-Unis d'Amérique.

(2) L'AID et le Gouvernement de la République de Guinée agissant par l'intermédiaire de la Banque Centrale de la République de Guinée, (ci-après dénommée "La Banque") donneront leur accord mutuel aux prêts. Le Gouverneur de la Banque, ou son délégué, agira au nom du Gouvernement de la République de Guinée, et l'Administrateur de l'AID, ou son délégué, agira au nom de l'AID.

(3) Dès réception d'une demande faite et que l'AID est prête à étudier, la Banque sera avisée par l'AID de l'identité du demandeur, de la nature de l'affaire en question, du montant du prêt demandé et des buts généraux pour lesquels le montant du prêt sera utilisé.

(4) Quand l'AID sera prête à prendre une décision favorable au sujet d'une demande, elle en avisera la Banque et elle lui indiquera le taux de l'intérêt et la période de remboursement qui seront appliqués au prêt. Le taux d'intérêt sera similaire à celui qui aura cours dans la République de Guinée pour des prêts comparables, et les échéances seront en rapport avec les objets du financement.

(5) Dans les 60 jours qui suivront la réception d'un avis indiquant que l'AID est prête à prendre une décision favorable relative à une demande, la Banque fera savoir à l'AID si oui ou non la Banque a des objections à formuler au sujet du prêt en question. Si au cours de ce délai de 60 jours l'AID n'a pas reçu une telle communication de la Banque, il sera entendu que la Banque n'a pas d'objection à formuler au sujet du prêt en question. Quand l'AID aura approuvé ou refusé le prêt en question, elle en avertira la Banque.

(6) Si les francs guinéens mis de côté pour des prêts au titre de la Section 104 (e) de la Loi n'étaient pas utilisés dans un délai de quatre ans à partir de la date de cet Accord parce que l'AID n'aurait pas approuvé les prêts ou parce que les prêts n'auraient pas été acceptés mutuellement par l'AID et la Banque, le Gouvernement des Etats-Unis d'Amérique pourrait utiliser les francs guinéens pour tout autre objet autorisé par la Section 104 de la Loi.

C. Pour un prêt au Gouvernement de la République de Guinée au titre de la Section 104 (g) de la Loi, soixante six pour cent des francs guinéens acquis en vertu du présent Accord, afin de financer des projets destinés à stimuler le Développement économique, y compris des projets non inclus jusqu'ici dans les plans du Gouvernement de la République de Guinée, suivant l'accord à intervenir entre les deux Gouvernements. Les termes, conditions et les autres dispositions du prêt seront énoncés dans un accord de prêt séparé.

Au cas où, dans un délai de trois ans à partir de l'entrée en vigueur du présent Accord, ou ne pouvait obtenir un accord sur l'utilisation des francs guinéens à des fins de prêts, au titre de la Section 104 (g) de la Loi, le Gouvernement des Etats-Unis d'Amérique pourrait utiliser lesdits francs guinéens pour tout autre objet autorisé par la Section 104 de la Loi.

### ARTICLE III

#### DEPOT DES FRANCS GUINEENS

1. La somme en francs guinéens qui sera déposée au compte du Gouvernement des Etats-Unis d'Amérique devra correspondre à la valeur marchande en dollars des produits et aux frais de transport maritime remboursés ou financés par le Gouvernement des Etats-Unis d'Amérique (à l'exception des frais supplémentaires résultant de l'obligation d'utiliser des navires battant pavillon américain) convertis en francs guinéens selon les modalités indiquées ci-après:

(a) Au taux de change du dollar des Etats-Unis applicables aux opérations d'importation aux dates de paiements en dollars effectués par les Etats-Unis, à la condition que le Gouvernement de la République de Guinée applique un taux de change unique à toutes les opérations de change.

(b) ou, s'il existe plus d'un taux légal applicable aux opérations de change, à un taux de change qui fera l'objet de temps à autre d'accord mutuel entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République de Guinée.

2. Tous remboursement de francs guinéens qui pourraient être exigibles ou le devenir au titre du présent accord seront faits au moyen des fonds rendus disponibles par cet Accord. Tous remboursements de francs guinéens qui pourraient être exigibles ou le devenir sous le titre de tout accord précédent dans le cadre de la Loi et pour lesquels les fonds non dépensés ne seraient plus maintenus dans les comptes du Trésorier des Etats-Unis en République de Guinée, seront effectués par le Gouvernement des Etats-Unis d'Amérique à l'aide de fonds disponibles en vertu du présent Accord. Tous remboursements de francs guinéens qui pourraient être exigibles ou le devenir, au titre du présent Accord plus de trois ans après la date de son entrée en vigueur pourraient, au cas où un autre ou d'autres accords subséquents auraient été signés par les deux Gouvernements dans le cadre de la Loi, être faits, par le Gouvernement des Etats-Unis d'Amérique, au moyen des fonds rendus disponibles et provenant de l'Accord le plus récent en vigueur au moment du remboursement.

### ARTICLE IV

#### DISPOSITIONS GENERALES

1. Le Gouvernement de la République de Guinée prendra toutes les dispositions utiles pour empêcher la revente ou le transbordement vers d'autres pays, ou l'utilisations pour des objets autres que la consommation à l'intérieur du pays, des produits agricoles achetés en vertu des dispositions du présent Accord (sauf le cas où leur revente, leur transit ou leur utilisation seraient expressément approuvés par le Gouvernement des Etats-Unis d'Amérique); pour empêcher l'expédition de tous produits d'origine nationale ou étrangère, identiques

ou similaires, aux produits achetés en vertu du présent Accord pendant une période commençant à la date du présent Accord et se terminant à la date limite à laquelle de tels produits seront reçus et utilisés (excepté dans le cas où de telles exportations seraient expressément approuvées par le Gouvernement des Etats-Unis d'Amérique) : et pour assurer que l'achat desdits produits en vertu du présent Accord n'aura pas pour effet d'augmenter les disponibilités de produits similaires en vue de leur exportation vers des pays non-amis des Etats-Unis d'Amérique.

2. Les deux Gouvernements conviennent qu'ils prendront toutes précautions convenables pour s'assurer que toutes les ventes ou les achats des produits agricoles effectués conformément aux dispositions du présent Accord ne porteront pas préjudices aux marchés habituels des Etats-Unis d'Amérique pour ces produits, ou n'entraineront pas de modifications excessives des prix mondiaux de ces produits agricoles, ou n'entraveront pas les courants commerciaux normaux avec les pays amis.

3. Aux fins d'applications du présent Accord, les deux Gouvernements chercheront à faire prévaloir une situation commerciale qui permettra aux négociants privés d'exercer leur commerce d'une façon efficace, et ils s'efforceront en outre de créer de nouveaux marchés pour les produits agricoles et de développer constamment ces marchés.

4. Le Gouvernement de la République de Guinée fournira trimestriellement des renseignements sur l'état d'avancement du programme, notamment en ce qui concerne les arrivages et l'état des produits et les dispositions prises pour maintenir les marchés habituels; ainsi que les renseignements relatifs à l'importation et à l'exportation de ces produits ou de produits similaires.

#### ARTICLE V

##### CONSULTATIONS

A la requête de l'un d'eux, les deux Gouvernements se consulteront en ce qui concerne toute question relative à l'application du présent Accord ou à l'exécution des arrangements prévus en vertu du présent Accord.

#### ARTICLE VI

##### ENTREE EN VIGUEUR

Le présent Accord entrera en vigueur à la date de signature.

En foi de quoi les représentants soussignés, dûment autorisés à cet effet, ont signé le présent Accord.

FAIT à CONAKRY en double exemplaire le 13 JUIN 1964./-

Pour le Gouvernement  
des Etats-Unis d'Amérique,

JAMES I. LOEB

Pour le Gouvernement  
de la République de Guinée,

K. N'FAMARA

## [EXCHANGE OF NOTES]

CONAKRY, June 13, 1964

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement signed June 13, 1964 by representatives of our two Governments, under which the United States of America undertakes to finance the sale to the Republic of Guinea of \$8,570,000 worth of agricultural commodities, and to inform you of my Government's understanding of the following:

- (1) The Government of the Republic of Guinea will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of Guinea francs: for purposes of Section 104(a) of the Act, \$171,400 or two percent of the Guinea francs accruing under the Agreement, whichever is greater, to finance agricultural market development activities in other countries; and for purposes of Section 104(h) of the Act and for purposes of the Mutual Educational and Cultural Exchange Act of 1961,<sup>[1]</sup> a total of \$75,000 worth of Guinea francs, including \$25,000 in fiscal year 1965 and \$50,000 in fiscal year 1966, to finance educational and cultural exchange programs and activities in other countries.
- (2) The Government of the United States of America may utilize Guinea francs in the Republic of Guinea to pay for international travel originating in the Republic of Guinea, or originating outside the Republic of Guinea when the travel (including connecting travel) is to or through the Republic of Guinea, and for travel within the United States of America, or other areas outside the Republic of Guinea when the travel is part of a trip in which the traveler travels from, to, or through the Republic of Guinea. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Guinea francs may be utilized shall not be limited to services provided by the Republic of Guinea transportation facilities.
- (3) With regard to paragraph 4, Article IV of the Agreement, the Government of the Republic of Guinea agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement: The name of each vessel (the date of arrival, the port of arrival, the commodity and quantity received); the condition in which received; the date unloading was completed; and the disposition of the cargo i.e., stored, distributed locally, or, if shipped, where shipped.

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<sup>1</sup>75 Stat. 527; 22 U.S.C. §2451 note.

In addition, the Government of the Republic of Guinea agrees to furnish quarterly a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, and to assure that the program has not resulted in increased availability of the same or like commodities to other nations.

The Government of the Republic of Guinea further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under the agreement.

- (4) The Government of the Republic of Guinea agrees that it will procure and import with its own resources at least 1,500 metric tons of edible vegetable oil and 375 metric tons of dairy products during calendar year 1964 in addition to purchases under the terms of the agreement. If deliveries extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension of deliveries is made.
- (5) The Government of the Republic of Guinea agrees to prohibit exports of edible vegetable oil during calendar year 1964 or until the quantity of vegetable oil programmed under this agreement is imported and consumed within Guinea, whichever is later.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

JAMES I. LOEB

N° \_\_\_\_\_

LE 13 JUIN 1964

**EXCELLENCE,**

Au nom de Monsieur le Président de la République de Guinée, j'ai l'honneur d'accuser réception de votre lettre en date de ce jour ainsi libellée

"Monsieur le Ministre,

J'ai l'honneur de me référer à l'Accord sur les produits agricoles signé le 13 Juin 1964 par des représentants de nos deux Gouvernements, au titre duquel les Etats-Unis d'Amérique s'engagent à financer la vente à la République de Guinée de Produits Agricoles équivalent à \$ 8.570.000, et de vous informer de la façon dont mon Gouvernement comprend les points suivants:

(1) Le Gouvernement de la République de Guinée fournira sur demande du Gouvernement des Etats-Unis d'Amérique, toutes facilités pour convertir en devises autres que des dollars les montants

suivants de francs guinéens: aux fins de la Section 104 (a) de la Loi, une somme de \$ 171.400 ou l'équivalent de deux pour cent des francs guinéens provenant de cet accord, en choisissant le plus élevé, pour financer des activités de développement du marché agricole en d'autres pays; et aux fins de la Section 104 (h) de la Loi et à celle de la Loi de 1961 intitulée "Mutuel Educational and Cultural Exchange Act", un total équivalent à \$ 75.000 de francs guinéens, dont \$ 25.000 pour l'année Fiscale 1965 et \$ 50.000 pour l'année Fiscale 1966, pour le financement d'activités et de programmes d'échanges éducatifs et culturels dans d'autres pays.

(2) Le Gouvernement des Etats-Unis d'Amérique pourra utiliser les francs guinéens dans la République de Guinée pour le paiement des voyages internationaux commençant dans la République de Guinée ou commençant en dehors de la République de Guinée lorsque l'itinéraire (y compris les parties de voyage les reliant) est à destination ou traverse la République de Guinée, ou pour des voyages effectués à l'intérieur des Etats-Unis ou d'autres zones à l'extérieur de la République de Guinée lorsque ces voyages font parties d'un itinéraire où le voyageur vient de, se rend ou traverse la République de Guinée. Il est entendu que ces fonds serviront uniquement à couvrir les voyages des personnes en mission officielle pour le compte du Gouvernement des Etats-Unis d'Amérique ou en rapport avec des activités financées par le Gouvernement des Etats-Unis d'Amérique. Il est également entendu que les voyages pour lesquels les francs guinéens pourront servir à financer le coût, ne seront pas limités aux services fournis par des organismes de transport de la République de Guinée.

(3) En ce qui concerne le paragraphe 4, Article IV de l'Accord, le Gouvernement de la République de Guinée s'engage à fournir tous les trois mois les renseignements suivants au sujet de chaque livraison de produits reçus au titre de cet accord; le nom de chaque navire, (la date d'arrivée, le port d'arrivée, la marchandise et la quantité reçue) l'état dans lequel elle a été reçue, la date à laquelle le déchargement a été terminé, les dispositions prises relatives aux marchandises, c'est à dire, si elles ont été emmagasinées, distribuées localement ou, si expédiées, à quelle destination.

De plus, le Gouvernement de la République de Guinée s'engage à fournir chaque trimestre, un rapport sur les mesures qu'il a prises pour empêcher la revente ou le transbordement des produits fournis et pour s'assurer que le programme n'a pas eu pour résultat de provoquer une augmentation de la disponibilité de ces mêmes produits ou d'autres similaires en faveur d'autres nations.

Le Gouvernement de la République de Guinée s'engage de plus à ce que les rapports mentionnés ci-dessus soient accompagnés par des données statistiques sur les importations et exportations par pays d'origine ou de destination des marchandises qui sont les mêmes ou similaires à celles importées au titre de cet accord.

(4) Le Gouvernement de la République de Guinée s'engage à acheter et importer avec ses propres devises au moins 1.500 tonnes métriques d'huile végétale comestible et 375 tonnes métriques de

produits laitiers pendant l'année 1964 en plus des achats faits selon les termes de l'Accord. Si les livraisons se continuent durent une période postérieure, le niveau des exigences quant aux marchés habituels pour une telle période sera déterminé au moment où la demande pour la prolongation de la période de livraison sera faite.

(5) Le Gouvernement de la République de Guinée s'engage à défendre l'exportation d'huile comestible, durant l'année civile 1964, ou jusqu'à ce que la quantité d'huile végétale prévue au programme dans le cadre du présent Accord ait été importée ou consommée à l'intérieur de la Guinée, la plus longue des deux périodes sera choisie pour fixer la date limite.

Je vous serais très reconnaissant de bien vouloir me faire savoir si les dispositions ci-dessus rencontrent l'agrément du Gouvernement de la République de Guinée.

Je vous prie d'agréer, Monsieur le Ministre, l'assurance de ma haute considération".

J'ai l'honneur de vous donner l'accord total de Monsieur le Président de la République de Guinée sur le contenu de cette lettre.

Veuillez agréer, Excellence, les assurances de ma très haute considération./-

Le Ministre délégué à la Présidence  
Charge de la Coopération et des  
Problèmes Economiques,

K. N'FAMARA

KEITA N'Famara

*Translation*

No.\_\_\_\_\_

JUNE 13, 1964

**EXCELLENCY:**

In the name of the President of the Republic of Guinea, I have the honor to acknowledge the receipt of your note dated today, which reads as follows:

[For the English language text see *ante*, p. 1937.]

I have the honor to inform you that the contents of this note are entirely acceptable to the President of the Republic of Guinea.

Accept, Excellency, the assurances of my very high consideration.

K. N'FAMARA

Keita N'Famara

*Minister-Delegate to the Office of the President  
in Charge of Cooperation and Economic Problems*

# INDIA

## Agricultural Commodities

*Agreement signed at New Delhi September 30, 1964; [1]*

*Entered into force September 30, 1964.*

*With exchange of notes.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF INDIA UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of India:

Recognizing the unique opportunity that now exists for a sustained cooperative effort undertaken by both Governments to ensure an intensified development of the agricultural sector of India's economy;

Recognizing the challenge faced by Indian agriculture in providing the commodities needed to help feed and clothe the population of India;

Recognizing the determination of the Government of India to further the agricultural development of India through prices remunerative to the cultivators and reasonable to consumers; proceeding with land reform measures; intensifying the use of fertilizers and improved seeds to complement new programs for intensive irrigation and drainage; modernizing the modes of cultivation; improving credit arrangements for agricultural production and marketing; improving agricultural extension services and their closer association with agricultural research; and widening the economic and social horizons of the cultivators of the soil;

Recognizing that the United States, by undertaking a program of sharing its abundance of food and fibers—while the Government of India devotes its energies and resources toward developing its domestic agriculture—can make a significant contribution to India's Fourth Five-Year Plan and to her efforts to meet current food requirements, establish food reserves, increase agricultural production and stabilize food prices;

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the

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<sup>1</sup> See also TIAS 5729; *post*, p. 2393.

United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Indian rupees of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Indian rupees accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to India pursuant to Title I of the Agricultural Trade Development and Assistance Act,[<sup>1</sup>] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

#### ARTICLE I

##### SALES FOR INDIAN RUPEES

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of India of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Indian rupees, to purchasers authorized by the Government of India, of the following agricultural commodities in the amounts indicated:

<u>Commodity</u>	<u>Export Market Value</u>
	(Millions)
Wheat/Wheat Flour	\$274. 5
Rice	36. 1
Vegetable Oil	18. 9
Ocean Transportation	68. 8
 Total	 \$398. 3

2. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Indian rupees accruing from such sale, and other relevant matters.

3. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government

<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

## ARTICLE II

### USES OF INDIAN RUPEES

The Indian rupees accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown.

A. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (r) of Section 104 of the Act, or under any of such subsections, 10 percent of the Indian rupees accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104 (e) of the Act and for administrative expenses of AID in India incident thereto, 10 percent of the Indian rupees accruing pursuant to this agreement. It is understood that:

(1) Such loans will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in India for business development and trade expansion in India and to United States firms and Indian firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of India, acting through the Department of Economic Affairs of the Ministry of Finance. The Secretary of the Department of Economic Affairs, or his designate, will act for the Government of India, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Department of Economic Affairs of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(4) When AID is prepared to act favorably upon an application, it will so notify the Department of Economic Affairs and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in India on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Department of

Economic Affairs will indicate to AID whether or not the Department of Economic Affairs has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Department of Economic Affairs, it shall be understood that the Department of Economic Affairs has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Department of Economic Affairs.

(6) In the event the Indian rupees set aside for loans under Section 104 (e) of the Act are not advanced within three years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Department of Economic Affairs, the Government of the United States of America may use the Indian rupees for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of India under Section 104 (g) of the Act for financing projects to promote economic development as may be mutually agreed, 80 percent of the Indian rupees accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Indian rupees for loan purposes under Section 104 (g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Indian rupees for any purpose authorized by Section 104 of the Act.

### ARTICLE III

#### DEPOSIT OF INDIAN RUPEES

1. The amount of Indian rupees to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Indian rupees, as follows:

- (a) at the rate of dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of India, or
- (b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of India and the Government of the United States of America.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Indian rupees

which become due under this agreement or which become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total rupees accruing to the Government of the United States of America under this agreement.

#### ARTICLE IV

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##### GENERAL UNDERTAKINGS

1. The two Governments recognize that the agricultural commodities provided under this Agreement are intended to supplement and not replace agricultural production in India and accordingly the Government of India undertakes to exert its best efforts further to develop agricultural production in India with a view to meeting its domestic requirements on an economic basis and to reducing and eliminating as soon as practicable the need for PL 480 assistance.

2. The Government of India will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and to assure that the purchase of such commodities does not result in increased availability of these or like commodities for export from India.

3. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

4. In carrying out this agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

5. The Government of India will furnish monthly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and exports of the same or like commodities.

ARTICLE VCONSULTATIONS

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this agreement, or to the operation of arrangements carried out pursuant to this agreement.

ARTICLE VIENTRY INTO FORCE

This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

Done at New Delhi in duplicate this thirtieth day of September, 1964.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

JOSEPH N. GREENE, Jr.

FOR THE GOVERNMENT OF  
INDIA:

P. GOVINDAN NAIR

*The American Minister-Counselor to the Indian Additional Secretary,  
Department of Economic Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*New Delhi, India,  
September 30, 1964.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of India agrees that:

(a) In addition to purchases under the terms of the cited sales agreement, it will procure and import with its own resources from the United States and countries friendly to the United States during the United States fiscal year 1965 the following agricultural commodities and if deliveries under the cited agreement extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension of deliveries is made:

- (i) at least 200,000 tons of wheat,
- (ii) at least 250,000 metric tons of rice, and
- (iii) at least 90,000 metric tons of vegetable oil and the oil equivalent of copra (oil equivalent calculated at 65 percent of the weight of copra).

(b) In addition to the amounts stated in subparagraph (a) it will procure and import with its own resources from the United States and countries friendly to the United States as the shortfall from the United States fiscal year 1964 usual marketing obligation:

- (i) 86,000 metric tons of wheat during United States fiscal year 1965, and
- (ii) during United States fiscal years 1965 and 1966, 110,000 metric tons of rice less an adjustment to represent net imports to India from Nepal. At least one-half of this adjusted amount will be procured and imported during United States fiscal year 1965.

(c) The f.o.b. value of India's exports of edible vegetable oil and oil equivalent of peanuts exported for crushing (oil value calculated at 69 percent of the value of peanuts) excluding the value of hand-picked selected peanuts for direct human consumption during United States fiscal year 1965 will be no greater than the c.i.f. value of imports of vegetable oil and oil equivalent of copra (oil value calculated at 92 percent of the value of copra) from the United States and countries friendly to the United States, excluding imports under the cited agreement.

(2) With regard to paragraph 5 of Article IV of the agreement the Government of India agrees to furnish monthly the following information in connection with each shipment of commodities received under this Agricultural Commodities Agreement: The name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally or if shipped where shipped. In addition, the Government of India agrees to furnish monthly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of India further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under this agreement.

The Government of India also agrees that the monthly report containing the above information will be submitted to the Agricultural

Attaché's Office of the American Embassy, New Delhi, by the end of the calendar month following the month during which the commodity was off-loaded.

(3) The Government of India will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of rupees for purposes of Section 104 (a) of the Act, \$7.966 million worth or two percent of the rupees accruing under the agreement, whichever is the greater, to finance agricultural market development activities in other countries; and for purposes of Section 104 (h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961,[<sup>1</sup>] up to \$1.5 million worth of rupees to finance educational and cultural exchange programs and activities in other countries.

(4). The Government of the United States of America may utilize rupees in India to pay for travel which is part of a trip in which the traveler travels from, to or through India. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which rupees may be utilized shall not be limited to services provided by the Indian transportation facilities.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

JOSEPH N. GREENE Jr.

Joseph N. Greene, Jr.  
Minister-Counselor

His Excellency,  
P. GOVINDAN NAIR,  
*Additional Secretary,*  
*Department of Economic Affairs,*  
*Government of India,*  
*New Delhi.*

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<sup>1</sup> 75 Stat. 527; 22 U.S.C. § 2451 note.

*The Indian Additional Secretary, Department of Economic Affairs to  
the American Minister-Counselor*

GOVERNMENT OF INDIA  
MINISTRY OF FINANCE

NEW DELHI, INDIA,  
September 30, 1964.

**EXCELLENCY:**

I have the honour to refer to your Excellency's letter of today's date which reads as follows:-

"I have the honour to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of India agrees that:

(a) In addition to purchases under the terms of the cited sales agreement, it will procure and import with its own resources from the United States and countries friendly to the United States during the United States fiscal year 1965 the following agricultural commodities and if deliveries under the cited agreement extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension of deliveries is made:

- (i) at least 200,000 tons of wheat,
- (ii) at least 250,000 metric tons of rice, and
- (iii) at least 90,000 metric tons of vegetable oil and the oil equivalent of copra (oil equivalent calculated at 65 percent of the weight of copra).

(b) In addition to the amounts stated in subparagraph (a) it will procure and import with its own resources from the United States and countries friendly to the United States as the shortfall from the United States fiscal year 1964 usual marketing obligation:

- (i) 86,000 metric tons of wheat during United States fiscal year 1965, and
- (ii) during United States fiscal years 1965 and 1966, 110,000 metric tons of rice less an adjustment to represent net imports to India from Nepal. At least one-half of this adjusted amount will be procured and imported during United States fiscal year 1965.

(c) The f.o.b. value of India's exports of edible vegetable oil and oil equivalent of peanuts exported for crushing (oil value calculated at 69 percent of the value of peanuts) excluding the value of hand-picked selected peanuts for direct human consumption during United States fiscal year 1965 will be no greater than the c.i.f. value of imports of vegetable oil and oil equivalent of copra (oil value calculated at 92 percent of the value of copra) from the United States and countries friendly to the United States, excluding imports under the cited agreement.

(2) With regard to paragraph 5 of Article IV of the agreement the Government of India agrees to furnish monthly the following information in connection with each shipment of commodities received under this Agricultural Commodities Agreement: The name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e. stored, distributed locally or if shipped where shipped. In addition, the Government of India agrees to furnish monthly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of India further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under this agreement.

The Government of India also agrees that the monthly report containing the above information will be submitted to the Agricultural Attaché's Office of the American Embassy, New Delhi, by the end of the calendar month following the month during which the commodity was off-loaded.

(3) The Government of India will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of rupees for purposes of Section 104 (a) of the Act, \$7.966 million worth or two percent of the rupees accruing under the agreement, whichever is the greater, to finance agricultural market development activities in other countries; and for purposes of Section 104 (h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, up to \$1.5 million worth of rupees to finance educational and cultural exchange programs and activities in other countries.

(4) The Government of the United States of America may utilize rupees in India to pay for travel which is part of a trip in which the traveler travels from, to or through India. It is understood that these funds are intended to cover only travel by persons who are

travelling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which rupees may be utilized shall not be limited to services provided by the Indian transportation facilities.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

I have the honour to inform you that the contents of your letter represent the understanding of the Government of India.

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

P. GOVINDAN NAIR

(P. Govindan Nair)

*Additional Secretary to the Government of India.*

His Excellency,

JOSEPH N. GREENE, Jr.,

*United States Minister,  
New Delhi.*

# LUXEMBOURG

## Mutual Defense Assistance

*Agreement amending annex B to the agreement of January 27, 1950.*

*Effectuated by exchange of notes*

*Signed at Luxembourg September 24 and 30, 1964;*

*Entered into force September 30, 1964.*

*The American Ambassador to the Luxembourg Minister of Foreign Affairs*

No. 16

LUXEMBOURG, September 24, 1964.

EXCELLENCY:

I have the honor to refer to this Embassy's note No. 13 of September 4, 1964 and to note No. 31.11.231 of September 21, 1964 [<sup>1</sup>] from the Ministry of Foreign Affairs regarding a revision of Annex B to the Mutual Defense Assistance Agreement between the United States of America and Luxembourg [<sup>2</sup>] to provide for funds for administrative expenses in connection with the Mutual Defense Assistance Program during the year ending June 30, 1965. It was agreed by this exchange of notes that Annex B would be amended to cover the period July 1, 1964 to June 30, 1965, and that no other change in the text need be made. It is accordingly proposed that the text of Annex B be amended to read as follows:

"In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement the Government of Luxembourg in conjunction with the Government of Belgium, will deposit Luxembourg and Belgian francs at such times as requested in an account designated by the United States Embassy at Luxembourg and the United States Embassy at Brussels not to exceed the Luxembourg and Belgian franc equivalent of \$623,000, for their use on behalf of the Government of the United States for administrative expenditures within Luxembourg and Belgium in connection with carrying out that Agreement for the period July 1, 1964—June 30, 1965."

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<sup>1</sup> Not printed.

<sup>2</sup> TIAS 2014; 1 UST 78.

Upon receipt of a note from Your Excellency indicating that the foregoing text is acceptable to the Luxembourg Government, the Government of the United States of America will consider that this note and the reply thereto constitute an agreement between the two Governments on this subject which shall enter into force on the date of Your Excellency's note.

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

WILLIAM R. RIVKIN

His Excellency

PIERRE WERNER,

Minister of Foreign Affairs,

Luxembourg.

The Luxembourg Minister of Foreign Affairs to the American Ambassador

MINISTÈRE  
DES AFFAIRES ÉTRANGÈRES  
31.11.187

LUXEMBOURG, le 30 septembre 1964

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de la lettre que Votre Excellence a bien voulu m'adresser le 24 septembre 1964 au sujet de la modification de l'annexe B de l'accord pour la défense Mutuelle entre le Luxembourg et les Etats-Unis d'Amérique.

Le Gouvernement luxembourgeois marque son accord sur le texte suivant :

“En exécution du § 1 de l'article 5 de l'Accord d'Aide pour la Défense Mutuelle le Gouvernement luxembourgeois, conjointement avec le Gouvernement belge, déposera, lorsqu'il en sera requis, à un compte désigné par l'Ambassade des Etats-Unis à Luxembourg et l'Ambassade des Etats-Unis à Bruxelles, des francs belges et luxembourgeois dont le total ne dépassera pas la contrevaleur de 623 000.—\$ USA, pour qu'elles en fassent usage au nom du Gouvernement des Etats-Unis, en vue du règlement des dépenses administratives au Luxembourg et en Belgique résultant de l'exécution de cet accord pour la période du 1er juillet 1964 au 30 juin 1965.”

Je marque également mon accord à ce que la lettre de Votre Excellence en date du 24 septembre 1964 et la présente réponse soient considérées comme constituant un accord entre les deux gouvernements à ce sujet, accord qui entrera en vigueur à la date de ce jour.

Je saisir cette occasion, Monsieur l'Ambassadeur, pour renouveler à Votre Excellence les assurances de ma très haute considération.

P WERNER

Son Excellence  
 Monsieur WILLIAM R. RIVKIN  
*Ambassadeur des Etats-Unis d'Amérique*  
 à  
*Luxembourg*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

81.11.187

LUXEMBOURG, September 30, 1964

MR. AMBASSADOR:

I have the honor to acknowledge receipt of the note Your Excellency was good enough to send me on September 24, 1964 regarding a revision of Annex B to the Mutual Defense Agreement between Luxembourg and the United States of America.

The Luxembourg Government wishes to make known its approval of the following text:

"In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement the Government of Luxembourg, in conjunction with the Government of Belgium, will deposit Luxembourg and Belgian francs at such times as requested in an account designated by the United States Embassy at Luxembourg and the United States Embassy at Brussels not to exceed the Luxembourg and Belgian franc equivalent of \$623,000, for their use on behalf of the Government of the United States for administrative expenditures within Luxembourg and Belgium in connection with carrying out that Agreement for the period July 1, 1964-June 30, 1965."

I also wish to inform you of my agreement that Your Excellency's note dated September 24, 1964 and this reply be considered as constituting an agreement between the two governments on this matter, which will enter into force on today's date.

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

P WERNER

His Excellency  
 WILLIAM R. RIVKIN,  
*Ambassador of the United States*  
*at Luxembourg.*

# IRAN

## Agricultural Commodities

*Agreement amending the agreement of January 29, 1962, as amended.*

*Effectuated by exchange of notes*

*Dated at Tehran February 10 and September 1, 1964;*

*Entered into force September 1, 1964.*

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*The American Ambassador to the Iranian Minister of Foreign Affairs*

No. 409

**TEHRAN, February 10, 1964**

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of January 29, 1962 [¹] as amended on February 20, 1962 [²] and to propose that the Agreement be further amended as follows:

In the first sentence of paragraph C of Article II, delete the phrase "Section 104(g) of the act for financing such projects to promote economic developments", and substitute "Section 104(c) of the Act [²] for financing such projects for common defense purposes".

It is proposed that this note and your reply concurring therein shall constitute an Agreement between our two Governments on this matter to enter into force on the date of your note in reply.

Accept Excellency, the renewed assurances of my highest consideration.

**JULIUS C. HOLMES**

His Excellency

ABBAS ARAM,

*Minister of Foreign Affairs,  
Tehran.*

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<sup>¹</sup> TIAS 4956; 13 UST 174, 182.

<sup>²</sup> 68 Stat. 456; 7 U.S.C. § 1704.

*The Iranian Ministry of Foreign Affairs to the American Embassy*

امور اقتصادی  
شماره ۳۹۰۲/۱۰۴۰/۱۸  
تاریخ ۱۳۴۷/۷/۱۰  
دست

وزارت امور خارجه

پادشاهی

وزارت امور خارجه شاهنشاهی ایران با اظهار تعارفات خود بسفارتکرای ایالات متحده امریکا احتراماً عطف پادشاهی شماره ۶۰۴۰۰ مونخ ۲۱/۱۱/۴۲  
درخصوص موافقت نامه من ۲۱ زانیه ۱۳۴۷ امضا شده بین دولت شاهنشاهی ایران و دولت ایالات متحده امریکا راجع به کالاهای کشاورزی که در تاریخ ۲۰ فروردین ۱۳۴۷ اصلاح کردیده است اشعار مهدار که دولت شاهنشاهی ایران با پیشنهاد آنسفارکرای مهنی بر اصلاح جمله اول بندج ماده ۲ موافقنامه فوق الاشعار موافقت دارد.  
موقع رامفتش شمرده احترامات نائمه را تجدید مینماید.

[SEAL]

سفارتکرای ایالات متحده امریکا شهران

*Translation*

MINISTRY OF FOREIGN AFFAIRS

Economic Division,  
No. 15041/8904

EMBASSY OF THE UNITED STATES,  
Tehran,  
Iran.

SEP 1, 1964.

NOTE

The Ministry of Foreign Affairs of the Imperial Government of Iran with compliments refers to note number 409 dated February 10, 1964 concerning the Agreement dated January 29, 1962 concluded between the Imperial Government of Iran and the United States Government for agricultural commodities as amended on February 20, 1962. The Imperial Government of Iran is in agreement with the proposal made by the Embassy for the amendment of the first sentence of Article II of the above mentioned agreement.

[SEAL]

# IRAN

## Agricultural Commodities

*Agreement signed at Tehran September 29, 1964;  
Entered into force September 29, 1964.  
With exchange of notes.*

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### **AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE IMPERIAL GOVERNMENT OF IRAN UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSIST- ANCE ACT, AS AMENDED**

The Government of the United States of America and the Imperial Government of Iran:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries:

Considering that the purchase for Iranian rials of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Iranian rials accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Iran pursuant to Title I of the Agricultural Trade Development and Assistance Act,[<sup>1</sup>] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

#### ARTICLE I

##### SALES FOR IRANIAN RIALS

1. Subject to issuance by the Government of the United States of America and acceptance by the Imperial Government of Iran of pur-

<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

chase authorizations and to the availability of the commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Iranian rials, to purchasers authorized by the Imperial Government of Iran, of the following agricultural commodities in the amounts indicated:

<u>Commodity</u>	<u>Export Market Value</u> (millions)
Wheat/wheat flour	\$9. 6
Ocean transportation	\$1. 9
Total	<hr/> \$11. 5

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Iranian rials accruing from such sale, and other relevant matters.

3. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

## ARTICLE II

### USES OF IRANIAN RIALS

The Iranian rials accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown.

A. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (s) of Section 104 of the Act, or under any of such subsections, 50 percent of the Iranian rials accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in Iran incident thereto, 10 percent of the Iranian rials accruing pursuant to this agreement. It is understood that:

- (1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Iran for business development and trade expansion in Iran and to United States firms and Iranian firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.
- (2) Loans will be mutually agreeable to AID and the Imperial Government of Iran, acting through the Bank Markazi Iran. The Governor of the Bank Markazi, or his designate, will act for the Imperial Government of Iran, and the Administrator of AID, or his designate, will act for AID.
- (3) Upon receipt of an application which AID is prepared to consider, AID will inform the Bank Markazi of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.
- (4) When AID is prepared to act favorably upon an application, it will so notify the Bank Markazi and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Iran on comparable loans, and the maturities will be consistent with the purposes of the financing.
- (5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Bank Markazi will indicate to AID whether or not the Bank Markazi has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Bank Markazi, it shall be understood that the Bank Markazi has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Bank Markazi.
- (6) To the extent the Iranian rials set aside for loans under Section 104(e) of the Act are not used up within three years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Bank Markazi, the Government of the United States of America may use the Iranian rials for any purpose authorized by Section 104 of the Act.

C. For a loan to the Imperial Government of Iran under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Imperial Government of Iran, as may be mutually agreed, 40 percent of the Iranian rials accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be

set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Iranian rials for loan purposes under Section 104(g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Iranian rials for any purpose authorized by Section 104 of the Act.

### ARTICLE III

#### DEPOSIT OF IRANIAN RIALS

1. The amount of Iranian rials to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Iranian rials, as follows:

- (a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Imperial Government of Iran, or
- (b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Imperial Government of Iran and the Government of the United States of America.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Iranian rials which become due under this agreement or which become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total rials accruing to the Government of the United States of America under this agreement.

### ARTICLE IV

#### GENERAL UNDERTAKINGS

1. The Imperial Government of Iran will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or

like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Imperial Government of Iran will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like commodities.

#### ARTICLE V

##### CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this agreement, or to the operation of arrangements carried out pursuant to this agreement.

#### ARTICLE VI

##### ENTRY INTO FORCE

This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Tehran in duplicate this twenty-ninth day of September, 1964.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

STUART W. ROCKWELL

FOR THE IMPERIAL GOVERN-  
MENT OF IRAN:

AMIR ABBAS HOVEYDA

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

No. 145

TEHRAN, September 29, 1964

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

- (1) In expressing its agreement with the Government of the United States of America that the deliveries of wheat under the agreement should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Imperial Government of Iran agrees that it will procure and import with its own resources from the United States of America and countries friendly to the United States of America at least 90,000 metric tons of wheat during the United States fiscal year 1965 in addition to purchases under the terms of the agreement and the Agricultural Commodities Agreement between our two Governments signed November 17, 1963,[<sup>1</sup>] and, if deliveries of commodities under this agreement extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension of deliveries is made.
- (2) With regard to paragraph 4 of Article IV of the Agreement the Imperial Government of Iran agrees to furnish quarterly the following information in connection with each shipment of wheat received under the agreement; the name of each vessel; the date of arrival; the port of arrival; the quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo; i.e., stored, distributed locally or if shipped where shipped. In addition, the Imperial Government of Iran agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of the wheat furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government of Iran showing progress made toward fulfilling commitments on usual marketings. The Imperial Government of Iran further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like that imported under this agreement.

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<sup>1</sup> TIAS 5600; *ante*, p. 755.

- (3) The Imperial Government of Iran will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of rials: (1) for purposes of section 104(a) of the Act, \$230,000 worth or two per cent of the rials accruing under the agreement, whichever is the greater, to finance agricultural market development activities in other countries; and (2) for purposes of section 104(h) of the Act and for the purposes of Mutual Educational and Cultural Exchange Act of 1961,[<sup>1</sup>] up to \$230,000 worth of rials to finance educational and cultural exchange programs and activities in other countries.
- (4) The Government of the United States of America may utilize rials in Iran to pay for travel which is part of a trip in which the traveler travels from, to or through Iran. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which rials may be utilized shall not be limited to services provided by Iranian transportation facilities.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

STUART W. ROCKWELL  
*Charge d'Affaires ad interim*

His Excellency,  
ABBAS ARAM,  
*Minister of Foreign Affairs,*  
*Tehran.*

No. 146

TEHRAN, September 29, 1964

EXCELLENCE:

I have the honor to refer to the Agricultural Commodities Agreement signed today between the Government of the United States of America and the Imperial Government of Iran and, with regard to the rials accruing to uses indicated under Article II of the sale agreement, state that the understanding of the Government of the United States of America is as follows:

<sup>1</sup>75 Stat. 527; 22 U.S.C. § 2451 note.

With respect to paragraph C of Article II:

Local currency will be advanced or reimbursed to the Imperial Government of Iran for financing agreed projects under paragraph C of Article II of the Agricultural Commodities Agreement upon the presentation of such documentation as the USAID Mission may specify.

The Imperial Government of Iran shall maintain or cause to be maintained books and records adequate to identify the goods and services financed for agreed projects pursuant to paragraph C of Article II of the Agricultural Commodities Agreement, to disclose the use thereof in the projects and to record the progress of the projects (including the cost thereof). The books and records with respect to each project shall be maintained for the duration of the project, or until the expiration of three years after final disbursement for the project has been made by the USAID, whichever is later. The two Governments shall have the right at all reasonable times to examine such books and records and all other documents, correspondence, memoranda and other records involving transactions relating to agreed projects. The Imperial Government of Iran shall enable the USAID to observe and review agreed projects and the utilization of goods and services financed under the projects, and shall furnish to the USAID all such information as it shall reasonably request concerning the above-mentioned matters and the expenditures related thereto. The Imperial Government of Iran shall afford, or arrange to have afforded, all reasonable opportunity for authorized representatives of the Government of the United States to visit any part of the territory of Iran for purposes related to agreed projects.

If the USAID determines that any disbursement under paragraph C of Article II of the Agricultural Commodities Agreement made by it for agreed projects is not supported by the documentation submitted by the Imperial Government of Iran, or is in violation of any applicable laws or regulations of the United States Government, the Imperial Government of Iran shall pay to the USAID as may be requested by it, an amount in local currency not to exceed the amount of such disbursement. Where any payment is made by the Imperial Government of Iran to the USAID pursuant to the preceding sentence on the basis of a disbursement which has been charged as an advance under the line of credit established by the loan agreement, the total amount charged as advances under the line of credit shall be reduced by the amount of such payment.

The USAID shall expend funds for agreed projects only in accordance with the applicable laws and regulations of the United States Government. The USAID may decline to make further disbursements for any agreed projects if it determines that further disbursements would not fulfill the purpose of paragraph C of Article II of the Agricultural Commodities Agreement.

I shall appreciate your confirming to me that the contents of this note also represent the understanding of the Imperial Government of Iran.

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

STUART W. ROCKWELL  
*Charge d'Affaires ad interim*

His Excellency

ABBAS ARAM,  
*Minister of Foreign Affairs,  
Tehran.*

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

MINISTÈRE IMPÉRIAL  
DES AFFAIRES ETRANGÈRES

SEPTEMBER 29, 1964.

MR. CHARGE D'AFFAIRES:

I have the honor to inform you that the Imperial Government of Iran confirms the contents of your Notes No. 145 and No. 146 of September 29, 1964, regarding the Agricultural Commodities Agreement signed between our two Governments on September 29, 1964.

Accept, Mr. Charge d'Affaires, the renewed assurances of my high consideration.

ABBAS ARAM  
Abbas Aram  
*Minister of Foreign Affairs*

The Honorable

STUART W. ROCKWELL,  
*Charge d'Affaires ad interim  
of the United States of America,  
Tehran.*

# ECUADOR

## Agricultural Commodities: Sales Under Title IV

*Agreement amending the agreement of April 5, 1963.*

*Effectuated by exchange of notes*

*Signed at Quito October 6, 1964;*

*Entered into force October 6, 1964.*

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*The American Chargé d'Affaires ad interim to the Ecuadorean Acting  
Minister for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Quito, October 6, 1964*

No. 40

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of April 5, 1963 [^] between our two governments and to propose that the agreement be amended as follows:

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<sup>1</sup> TIAS 5356; 14 UST 775.

1. Delete the commodity table appearing under Article I and insert the following:

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity (Metric tons)</u>	<u>Maximum Export Market Value to be Financed (\$1,000)</u>
Wheat	Fiscal Year 1963, Extended to cover Calendar Years 1963 and 1964.	15,000	\$ 1,052
Soybean and/or Cottonseed Oil	Calendar Year 1963, Extended to cover Calendar Year 1964.	2,250	600
Tobacco products	Calendar Year 1963, Extended to cover Calendar Year 1964.	440	1,000
Leaf Tobacco	Calendar Year 1963, Extended to cover Calendar Year 1964.	115	200
Inedible Tallow	Calendar Year 1963, Extended to cover Calendar Year 1964.	3,700	600
Wheat	Calendar Year 1964.	13,000	940
Ocean Transportation (estimated)			494
			<hr/> <u>\$ 4,886</u>

2. Insert before "shall be computed" in first sentence of Paragraph 3 of Article II: "pursuant to purchase authorizations issued by the United States Department of Agriculture before October 6, 1964."

Add the following to Paragraph 3 of Article II: "Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered for each calendar year pursuant to purchase authorizations issued by the United States Department of Agriculture after October 6, 1964 shall be computed at the rate of  $\frac{1}{4}$  of one percent per annum during the period between the date of last delivery of the commodities in such calendar years and two years after the date of last delivery of commodities in such calendar years and at the rate of 2 percent per annum thereafter. The interest payments on commodities delivered pursuant to purchase authorizations issued after October 6, 1964 shall be made not later than the date on which the payment of principal becomes due."

3. Delete Paragraph 4 of Article II and insert the following:

"4. All payments shall be made in United States dollars and the Government of Ecuador shall deposit or cause to be de-

posited such payments in the United States Treasury for credit to the Commodity Credit Corporation, unless another depository is agreed upon by the two governments."

It is my Government's understanding that in agreeing that the delivery of commodities pursuant to the cited agreement should not unduly disrupt world prices for agricultural commodities or normal patterns of trade with friendly countries, the Government of Ecuador agrees that Ecuador will, in addition to the commodities included in this agreement, import from free world sources including the United States of America during Calendar Year 1964 or any subsequent period during which the commodities purchased under this agreement are being imported not less than 44,000 metric tons of wheat and/or wheat flour in wheat equivalent.

With regard to Paragraph 4, Article III of the agreement, the Government of Ecuador agrees to furnish quarterly the following information in connection with each shipment of commodities received under this agreement: the name of each vessel, the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of Ecuador agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transhipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of Ecuador showing progress made toward fulfilling commitments on usual marketings accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under this agreement.

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

SAMUEL O. LANE

His Excellency

RAFAEL GARCÍA VELASCO,  
Acting Minister for Foreign Affairs,  
Quito.

The Ecuadorean Acting Minister for Foreign Affairs to the American  
Charge d'Afaires ad interim

REPÚBLICA DEL ECUADOR  
MINISTERIO DE RELACIONES EXTERIORES

Nº 131 DAO-T

QUITO, a 6 de octubre de 1964.

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo a honra avisar recibo a Vuestra Señoría de su atenta nota número 40, de esta fecha, que se refiere al Acuerdo sobre productos

TIAS 5673

agrícolas entre los Gobiernos del Ecuador y de los Estados Unidos de América y que se halla concebida en los siguientes términos:

“Excelencia:

Tengo a honra referirme al Convenio de Productos Agrícolas de 5 de abril de 1963 entre nuestros dos Gobiernos, y proponer que este Convenio sea enmendado como sigue:

1. Suprimir la tabla de productos que aparece bajo el artículo I e insertar la siguiente:

<u>Producto</u>	<u>Período de Suministro</u>	<u>Cantidad máxima aproximada Toneladas Métricas</u>	<u>Valor máximo en el mercado de exportación a ser financiado. (\$1.000)</u>
Trigo	Año fiscal 1963. Extendido para cubrir los años Calendarios 1963-64.	15.000	\$ 1.052
Aceite de Soya y/o de Algodón	Año Calendario 1963. Extendido para cubrir Año Calendario 1964.	2.250	\$ 600
Productos de Tabaco	Año Calendario 1963. Extendido para cubrir Año Calendario 1964.	440	\$ 1.000
Tabaco en hojas	Año Calendario 1963. Extendido para cubrir Año Calendario 1964.	115	\$ 200
Sebo no comestible	Año Calendario 1963. Extendido para cubrir Año Calendario 1964.	3.700	\$ 600
Trigo	Año Calendario 1964	13.000	\$ 940
Transporte Oceánico	(estimativo)		\$ 494
<b>TOTAL</b>			<b>\$4. 886</b>

2. Insértese antes de “será computado” en la primera frase del párrafo 3 del Artículo II: “conforme a las autorizaciones de compra emitidas por el Departamento de Agricultura de los Estados Unidos antes del 6 de octubre de 1964. . . .”.

Añádase al párrafo 3 del Artículo II lo siguiente: “El interés por el saldo no pagado del capital adeudado al Gobierno de los Estados Unidos de América por productos entregados durante cada

Año Calendario conforme a las autorizaciones de compra emitidas por el Departamento de Agricultura de los Estados Unidos después del 6 de octubre de 1964, será computado al tipo de  $\frac{1}{4}$  del 1% anual durante el período comprendido entre la fecha de la última entrega de los productos en dichos Años Calendarios y dos años después de la fecha de la última entrega de productos en dichos Años Calendarios, y, en adelante, al tipo del 2% anual. El pago de intereses sobre los productos entregados conforme a las autorizaciones de compra emitidas después del 6 de octubre de 1964 se hará antes de la fecha en que venza el pago del capital”.

3. Suprímase el párrafo cuatro del artículo II e insértese el siguiente: “4.— Todos los pagos serán hechos en dólares de los Estados Unidos de América y el Gobierno del Ecuador depositará o hará que se depositen dichos pagos en el Tesoro de los Estados Unidos a crédito de la “Commodity Credit Corporation”, a menos de que los dos Gobiernos accordaren otro depositario.”

Mi Gobierno entiende que, como al acordar la entrega de productos conforme al citado Convenio no se quebrantarán indebidamente los precios mundiales de los productos agrícolas o los sistemas de comercio con países amigos, el Gobierno del Ecuador conviene en que, además de los productos incluidos en este Acuerdo, el Ecuador importará del mundo libre— incluyendo los Estados Unidos de América— durante el Año Calendario de 1964 o en cualquier período posterior en que los productos adquiridos conforme a este Acuerdo sean importados, no menos de 44 mil toneladas métricas de trigo o de su equivalente en harina de trigo o ambos.

Con respecto al párrafo 4 del artículo III del Acuerdo, el Gobierno del Ecuador conviene en suministrar trimestralmente la siguiente información acerca de cada embarque de productos recibidos según este Acuerdo: el nombre de cada barco, la fecha y puerto de llegada, el producto y cantidad recibida, sus condiciones al arribo, la fecha en que se completó la descarga y el destino dado al cargamento, por ejemplo, almacenado, distribuido localmente o, si embarcado, el lugar de destino. Además, el Gobierno del Ecuador conviene en suministrar trimestralmente: a) un informe de las medidas adoptadas para evitar la reventa o reembarque de los productos suministrados; b) seguridades de que el programa no ha producido un incremento de las existencias del mismo o similares productos destinables a otras naciones; y, c) una declaración del Gobierno del Ecuador en que se indique el progreso hecho en relación con el cumplimiento de las obligaciones respecto de las compras usuales en el mercado, junto con datos estadísticos sobre las importaciones y exportaciones, por país de origen o destino, de productos similares o iguales a los importados según este Acuerdo.

Acepte Vuestra Excelencia las renovadas seguridades de mi más alta consideración.

f- Samuel O. Lane.

Al Excelentísimo Señor Doctor Don Rafael García Velasco,  
Ministro Interino de Relaciones Exteriores,  
Presente.

2. Me place manifestar, a Vuestra Señoría, que mi Gobierno aprueba la propuesta del Gobierno de los Estados Unidos de América antes transcrita. En consecuencia, la nota de Vuestra Señoría y ésta, de respuesta, constituyen Acuerdo formal entre los dos Gobiernos, a partir de la presente fecha.

3. Hago propicia esta ocasión para reiterar a Vuestra Señoría las expresiones de mi distinguida consideración.

RAFAEL GARCÍA VELASCO

Rafael García Velasco,  
*Ministro Interino de Relaciones Exteriores.*

Al Honorable Señor SAMUEL O. LANE,  
*Encargado de Negocios ad-interim de los Estados Unidos de América.*  
Presente.

*Translation*

REPUBLIC OF ECUADOR  
MINISTRY OF FOREIGN AFFAIRS

No. 131 DAO-T

QUITO, October 6, 1964

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge the receipt of your note No. 40 of this date, referring to the Agricultural Commodities Agreement between the Governments of Ecuador and the United States of America, which reads as follows:

[For the English language text see *ante*, p. 1967.]

2. I take pleasure in informing you that my Government approves the proposal of the Government of the United States of America transcribed above. Consequently, your note and this note in reply constitute a formal agreement between the two Governments, effective from this date.

3. I avail myself of this opportunity to renew the assurances of my distinguished consideration.

RAFAEL GARCÍA VELASCO

Rafael García Velasco  
*Acting Minister of Foreign Affairs*

The Honorable

SAMUEL O. LANE,

*Charge d'Affaires ad interim of the  
United States of America,  
Quito.*

## VIET-NAM

### Agricultural Commodities

*Agreement signed at Saigon September 29, 1964;  
Entered into force September 29, 1964.  
With exchange of notes.*

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#### **AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VIET NAM UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOP- MENT AND ASSISTANCE ACT, AS AMENDED**

The Government of the United States of America and the Government of the Republic of Viet Nam;

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for piastres of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the piastres accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Viet Nam pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

#### **ARTICLE I**

##### **SALE FOR PIASTRES**

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of Viet

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

Nam of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for piastres to purchasers authorized by the Government of the Republic of Viet Nam of the following agricultural commodities in the amounts indicated:

<u>COMMODITY</u>	<u>EXPORT MARKET VALUE (MILLIONS)</u>
WHEAT/WHEAT FLOUR	5.60
SWEETENED CONDENSED MILK	8.35
DRY WHOLE MILK	.25
EVAPORATED MILK	.10
TOBACCO	5.73
COTTON	10.43
OCEAN TRANSPORTATION	2.75
 TOTAL	 33.21

2. Applications for purchase authorizations will be made within 90 calendar days of the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the piastres accruing from such sale, and other relevant matters.

3. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

## ARTICLE II

### USES OF PIASTRES

The piastres accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order or priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

A. For United States expenditures under subsections (a), (f), (h) through (s) of Section 104 of the Act, or under any of such subsections, 10 percent of the piastres accruing pursuant to this Agreement.

B. To procure military equipment, materials, facilities and services for the common defense in accordance with Section 104(c) of the

Act, as amended, 90 percent of the piastres accruing pursuant to this Agreement.

In the event that Agreement is not reached on use of the Vietnamese piastres for grant under subsection (c) of Section 104 of the Act within three years from the date of this Agreement, the Government of the United States of America may use the Vietnamese piastres for any purpose authorized by Section 104 of the Act.

### ARTICLE III

#### DEPOSIT OF PIASTRES

1. The amount of piastres to be deposited to the account of the United States shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States (except excess costs resulting from the requirement that United States flag vessels be used) converted into piastres as follows:

- (a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Republic of Viet Nam, or
- (b) if more than one legal rate for foreign exchange transactions exists, the rate of exchange shall be mutually agreed upon from time to time between the Government of the United States and the Government of the Republic of Viet Nam.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Vietnamese piastres which become due under this Agreement or which are due or become due under any prior Agricultural Commodities Agreement. A reserve will be maintained under this Agreement for two years from the effective date of this Agreement which may be used for the payment of such refunds any payment out of this reserve shall be treated as a reduction in the total Vietnamese piastres accruing to the Government of the United States of America under this Agreement.

### ARTICLE IV

#### GENERAL UNDERTAKINGS

1. The Government of the Republic of Viet Nam will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes (except where such resale, transshipment or use as specifically approved by the Government of the United States of America), of the agricultural commodities purchased pursuant to the provisions of this Agreement, to prevent the

export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending with the final date on which such commodities are received and utilized (except where such export is specifically approved by the Government of the United States of America), and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of Viet Nam will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and exports of the same or like commodities.

#### ARTICLE V CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement, or to the operation of arrangements carried out pursuant to this Agreement.

#### ARTICLE VI ENTRY INTO FORCE

The Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Saigon in duplicate this 29th day of September 1964.

FOR THE GOVERNMENT OF THE  
REPUBLIC OF VIET NAM

NGUYEN KHANH

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

MAXWELL D. TAYLOR

*The American Ambassador to the Vietnamese Minister of Foreign Affairs*

No. 68

SAIGON, September 29, 1964.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the United States of America and the Republic of Viet Nam under Title I of the Agricultural Trade Development and Assistance Act, as amended, which was signed today and to confirm the following supplementary understanding of my Government.

1. The Government of the Republic of Viet Nam will provide, upon request of the Government of the United States of America, facilities for conversion in other non-dollar currencies of the following amounts of piastres: for purposes of Section 104(a) of the Act \$664,000 or two percent of the piastres accruing under the Agreement, whichever is the greater, to finance agricultural market development activities in other countries; and for purposes of Section 104(h) of the Act and for the purposes of the mutual educational and cultural exchange Act of 1961, up to \$100,000 worth of piastres to finance educational and cultural exchange programs and activities in other countries.

2. The Government of the United States of America may utilize piastres in Viet Nam to pay for travel which is part of a trip in which the traveler travels from, to or through Viet Nam. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which piastres may be utilized shall not be limited to services provided by Vietnamese transportation facilities.

3. With respect to Article III, Paragraph I concerning the rate of exchange, it is the understanding of the Government of the United States of America that under the current Vietnamese exchange system, the amount of piastres to be deposited against dollar disbursements by the Government of the United States of America shall be computed at the controlled free market selling rate, net of all banking charges, in effect on the dates of dollar disbursements.

In the event that the exchange system of Viet Nam is changed to establish a unitary rate for all foreign exchange transactions, deposits of piastres against dollar disbursements which take place on or after the effective date of such change shall be made at the exchange rate specified in Article III(1)(a) of the Agreement. It is further understood that if there should be any other change in the exchange system of Viet Nam, the amount of piastres to be deposited under this Agreement shall be mutually agreed as provided in Article III(1)(b) of the Agreement.

4. With regard to Paragraph 4 of Article IV of the Agreement, the Government of Viet Nam agrees to furnish quarterly, the following information in connection with each shipment of commodities received under this Agricultural Commodities Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally or if shipped where shipped. In addition, the Government of Viet Nam agrees to furnish quarterly:

- A. A statement of measures it has taken to prevent the resale or transshipment of commodities furnished, and
- B. Assurances that the program has not resulted in increased availability of the same or like commodities to other nations.

The Government of Viet Nam further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under this Agreement.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

MAXWELL D. TAYLOR

His Excellency,  
PHAN HUY QUAT,  
Minister of Foreign Affairs,  
Saigon.

*The Vietnamese Minister of Foreign Affairs to the American Ambassador*

RÉPUBLIQUE DU VIÉTNAM

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

Le Ministre

No 4790/EF.

SAIGON, le 29 Septembre 1964.

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre No. 68 en date de ce jour dont teneur suit :

"I have the honor to refer to the Agricultural Commodities Agreement between the United States of America and the Republic of Viet-Nam under Title I of the Agricultural Trade Development and As-

sistance Act, as amended, which was signed today and to confirm the following supplementary understanding of my Government.

1. The Government of the Republic of Viet-Nam will provide, upon request of the Government of the United States of America, facilities for conversion in other non-dollar currencies of the following amounts of piastres; for purposes of Section 104(a) of the Act \$664,000 or two percent of the piastres accruing under the Agreement, whichever is the greater, to finance agricultural market development activities in other countries; and for purposes of Section 104(h) of the Act and for the purposes of the mutual educational and cultural exchange Act of 1961, up to \$100,000 worth of piastres to finance educational and cultural exchange programs and activities in other countries.

2. The Government of the United States of America may utilize piastres in Viet-Nam to pay for travel which is part of a trip in which the traveler travels from, to or through Viet-Nam. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which piastres may be utilized shall not be limited to services provided by Vietnamese transportation facilities.

3. With respect to Article III, Paragraph I concerning the rate of exchange, it is the understanding of the Government of the United States of America that under the current Vietnamese exchange system, the amount of piastres to be deposited against dollar disbursements by the Government of the United States of America shall be computed at the controlled free market selling rate, net of all banking charges, in effect on the dates of dollar disbursements.

In the event that the exchange system of Viet-Nam is changed to establish a unitary rate for all foreign exchange transactions, deposits of piastres against dollar disbursements which take place on or after the effective date of such change shall be made at the exchange rate specified in Article III(1)(a) of the Agreement. It is further understood that if there should be any other change in the exchange system of Viet-Nam, the amount of piastres to be deposited under this Agreement shall be mutually agreed as provided in Article III(1)(b) of the Agreement.

4. With regard to Paragraph 4 of Article IV of the Agreement, the Government of Viet-Nam agrees to furnish quarterly, the following information in connection with each shipment of commodities received under this Agricultural Commodities Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the conditions in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally or if shipped where shipped. In addition, the Government of Viet-Nam agrees to furnish quarterly:

A. A statement of measures it has taken to prevent the resale or transshipment of commodities furnished, and

B. Assurances that the program has not resulted in increased availability of the same or like commodities to other nations.

The Government of Viet-Nam further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under this Agreement.

I shall appreciate receiving Your Excellency's confirmation of the above understanding."

En réponse, j'ai l'honneur de confirmer, au nom du Gouvernement de la République du Viet-Nam, que telle est bien aussi l'interprétation de mon Gouvernement.

Veuillez agréer, EXCELLENCE, les assurances de ma très haute considération.



Son Excellence Monsieur MAXWELL D. TAYLOR  
*Ambassadeur Extraordinaire*  
*et Plénipotentiaire*  
*des Etats-Unis d'Amérique*  
*Saigon*

#### *Translation*

REPUBLIC OF VIET NAM  
 MINISTRY OF FOREIGN AFFAIRS  
 The Minister

No. 4780/EF

SAIGON, September 29, 1964

EXCELLENCE:

I have the honor to acknowledge the receipt of your note No. 68, dated today, which reads as follows:

[Text of U.S. note is quoted in English]

In reply, I have the honor to confirm, in the name of the Government of the Republic of Viet Nam, that this is also the understanding of my Government.

Accept, Excellency, the assurances of my very high consideration.

[SEAL]

PHAN HUY QUAT

Phan-Huy-Quat

His Excellency

MAXWELL D. TAYLOR,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
Saigon.*

# PARAGUAY

## **Education: Commission for Educational Exchange and Financing of Exchange Programs**

*Agreement signed at Asunción August 20, 1963;  
Entered into force October 1, 1964.*

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### **AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PARAGUAY FOR FINANCING EDUCATIONAL EXCHANGE PROGRAMS**

The Government of the United States of America and the Government of the Republic of Paraguay,

Desiring to promote further mutual understanding between the peoples of the United States of America and the Republic of Paraguay by a wider exchange of knowledge and professional talents through educational activities:

Have agreed as follows:

#### **ARTICLE I**

There shall be established a commission to be known as the Commission for Educational Exchange between the United States of America and the Republic of Paraguay (hereinafter designated "the Commission"), which shall be recognized by the Government of the United States of America and the Government of the Republic of Paraguay as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Commission by the Government of the United States of America.

Except as provided in Article III hereof, the Commission shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present Agreement. The funds, and property which may be acquired with the funds in furtherance of the purposes of the Agreement, shall be regarded in the Republic of Paraguay as property of a foreign government.

The funds made available under the present Agreement, within the conditions and limitations hereinafter set forth, shall be used by

the Commission or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of the Republic of Paraguay for the purposes of:

- (1) Financing studies, research, instruction, and other educational activities (i) of or for citizens and nationals of the United States of America in Paraguay, and (ii) of or for nationals of Paraguay in United States of America schools and institutions of learning located in or outside the United States of America;
- (2) Financing visits and interchanges between the United States of America and Paraguay of students, trainees, teachers, instructors, and professors; and
- (3) Financing such other related educational and cultural programs and activities as are provided for in budgets approved in accordance with Article III hereof.

## ARTICLE II

In furtherance of the aforementioned purposes, the Commission may, subject to the provisions of the present Agreement, exercise all powers necessary to the carrying out of the purposes of the present Agreement, including the following:

- (1) Plan, adopt and carry out programs in accordance with the purposes of the present Agreement.
- (2) Recommend to the Board of Foreign Scholarships of the United States of America, students, trainees, professors, research scholars, teachers, instructors, resident in the Republic of Paraguay, and institutions of the Republic of Paraguay, to participate in the program.
- (3) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the program as it may deem necessary for achieving the purpose and objectives of the present Agreement.
- (4) Acquire, hold, and dispose of property in the name of the Commission as the Commission may consider necessary or desirable, provided, however, that the acquisition of any real property shall be subject to the prior approval of the Secretary of State.
- (5) Authorize the Treasurer of the Commission or such other person as the Commission may designate to receive funds to be deposited in bank accounts in the name of the Treasurer of the Commission or such other person as may be designated. The appointment of the Treasurer or such designee shall be approved by the Secretary of State, and the Treasurer or such designee shall deposit funds received in a

- depository or depositories designated by the Secretary of State.
- (6) Authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present Agreement, including payment for transportation, tuition, maintenance and other expenses incident thereto.
- (7) Provide for periodic audits of the accounts of the Treasurer of the Commission as directed by auditors selected by the Secretary of State.
- (8) Engage an Executive Director or Officer, and administrative and clerical staff and fix and pay the salaries and wages thereof, and incur other administrative expenses as may be deemed necessary out of funds made available under the present Agreement.
- (9) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present Agreement but are not financed by funds made available under this Agreement, provided, however, that such programs and activities and the Commission's role therein shall be fully described in annual or special reports made to the Government of the Republic of Paraguay and to the Secretary of State as provided in Article VI hereof, and provided that no objection is interposed by either the Government of the Republic of Paraguay or the Secretary of State to the Commission's actual or proposed role therein.

### ARTICLE III

All commitments, obligations, and expenditures authorized by the Commission shall be made in accordance with an annual budget, to be approved by the Secretary of State.

### ARTICLE IV

The Commission shall consist of eight members, four of whom shall be citizens of the United States of America and four of whom shall be citizens of the Republic of Paraguay. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to the Republic of Paraguay (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Commission. He shall cast the deciding vote in the event of a tie vote by the Commission and shall appoint the Chairman of the Commission. The Chairman as a regular member of the Commission shall have the right to vote. The citizens of the United States of America on the Commission, at least two of whom shall be officers of the United States Foreign Service establishment in the Republic of Paraguay, shall be appointed and

removed by the Chief of Mission and one of them shall serve as Treasurer of the Commission. The Paraguayan members shall be appointed and removed by the Government of the Republic of Paraguay.

The members shall serve from the time of their appointment until the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside the Republic of Paraguay, expiration of service, or otherwise, shall be filled in accordance with the appointment procedure set forth in this article.

The members shall serve without compensation, but the Commission may authorize the payment of the necessary expenses of the members in attending the meetings of the Commission and in performing other official duties assigned by the Commission.

#### ARTICLE V

The Commission shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Commission.

#### ARTICLE VI

Reports acceptable in form and content to the Secretary of State shall be made annually on the activities of the Commission to the Secretary of State and the Government of the Republic of Paraguay. Special reports may be made more often at the discretion of the Commission or at the request of either the Government of the Republic of Paraguay or the Secretary of State.

#### ARTICLE VII

The principal office of the Commission shall be in the capital city of the Republic of Paraguay, but meetings of the Commission and any of its committees may be held in such other places as the Commission may from time to time determine, and the activities of any of the Commission's officers or staff may be carried on at such places as may be approved by the Commission.

#### ARTICLE VIII

The Government of the United States of America and the Government of the Republic of Paraguay agree that there may be used for the purposes of this Agreement any funds, including currency of Paraguay, held or available for expenditure by the Government of the United States of America for such purposes.

The performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State when required by the laws of the United States of America.

The Secretary of State will make available for expenditure as authorized by the Commission funds in such amounts as may be required for the purposes of this Agreement, but in no event may amounts in excess of the budgetary limitations established pursuant

to Article III of the present Agreement be expended by the Commission.

#### ARTICLE IX

The Government of the United States of America and the Government of the Republic of Paraguay shall make every effort to facilitate the exchange-of-persons programs authorized in this Agreement and the Convention for the Promotion of Inter-American Cultural Relations and to resolve problems which may arise in the operations thereof.

#### ARTICLE X

Wherever, in the present Agreement, the term "Secretary of State" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

#### ARTICLE XI

The present Agreement supersedes the Agreement between the Government of the United States of America and the Government of the Republic of Paraguay signed at Asunción on April 4, 1957, as amended.<sup>[1]</sup>

The present Agreement shall enter into force on the date of notification by the Government of Paraguay to the Government of the United States of America of ratification of this Agreement by the Republic of Paraguay in accordance with the constitutional processes of the Republic of Paraguay. The present Agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of Paraguay.

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

Done at Asunción in duplicate, in the English and Spanish languages each of which shall be of equal authenticity this twentieth day of August, 1963.

WILLIAM P. SNOW

RAÚL SAPENA PASTOR

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE  
REPUBLIC OF PARAGUAY

[SEAL]

[SEAL]

<sup>1</sup> TIAS 3856, 4813; 8 UST 946; 12 UST 1074.

**A C U E R D O  
ENTRE  
EL GOBIERNO DE LA REPUBLICA DEL PARAGUAY Y  
EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA  
SOBRE  
FINANCIACION DE PROGRAMAS DE INTERCAMBIO  
EDUCACIONAL**

El Gobierno de la República del Paraguay y el Gobierno de los Estados Unidos de América,

Deseando promover un mutuo y mayor entendimiento entre los pueblos de la República del Paraguay y de los Estados Unidos de América por medio de un intercambio más amplio de conocimientos y capacidades profesionales en el campo de las actividades educacionales:

Han acordado lo siguiente:

**ARTICULO I**

Será establecida una Comisión que será denominada Comisión para Intercambio Educacional entre la República del Paraguay y los Estados Unidos de América (de ahora en adelante designada como "la Comisión"), que será reconocida por el Gobierno de la República del Paraguay y por el Gobierno de los Estados Unidos de América como una organización creada y establecida para facilitar la administración de un programa educacional que será financiado con fondos puestos a disposición de la Comisión por el Gobierno de los Estados Unidos de América.

Con excepción de lo estipulado en el Artículo III, la Comisión estará exenta de las leyes domésticas y locales de los Estados Unidos de América relativas a la utilización y gasto de monedas y créditos de dinero destinados para los fines estipulados por el presente Acuerdo. El dinero y los bienes que puedan ser adquiridos con fondos que se adelanten para los fines del Acuerdo, serán considerados en la República del Paraguay como de propiedad de un Gobierno extranjero.

Los fondos que se dispongan conforme al presente Acuerdo, dentro de las condiciones y limitaciones estipuladas a continuación, serán usados por la Comisión o cualquier otro agente, según se convenga entre el Gobierno de la República del Paraguay y el Gobierno de los Estados Unidos de América, para los propósitos de:

- 1) Financiar los estudios, investigaciones, enseñanzas y otras actividades educacionales en beneficio de los ciudadanos de los Estados Unidos de América en el Paraguay, y en beneficio de los nacionales del Paraguay en los colegios e instituciones de enseñanza ubicados en los Estados Unidos de América o fuera de ellos;
- 2) Financiar visitas e intercambios entre los Estados Unidos de América y el Paraguay de estudiantes, aprendices, maestros, instructores y profesores; y

3) Financiar aquellos otros programas y actividades educacionales y culturales afines según sean incluidos en presupuestos aprobados de conformidad con el Artículo III de este Acuerdo.

## ARTICULO II

Para fomentar los mencionados propósitos la Comisión puede ejercer, sujeta a las disposiciones del presente Acuerdo, todas las facultades necesarias para el cumplimiento de los fines del presente Acuerdo, inclusive las siguientes:

1) Proyectar, adoptar y realizar planes de conformidad con los fines del presente Acuerdo.

2) Recomendar al Consejo de Becas Extranjeras de los Estados Unidos de América, a estudiantes, aprendices, profesores, investigadores, maestros e instructores residentes en la República del Paraguay, y a instituciones de la República del Paraguay, para participar en el programa.

3) Recomendar al mencionado Consejo de Becas Extranjeras los requisitos para la selección de participantes en el plan programado en la forma que considere necesaria para lograr el propósito y los objetivos del presente Acuerdo.

4) Adquirir, poseer y disponer de bienes en nombre de la Comisión, que la misma pueda considerar necesario o deseable con tal de que la adquisición de cualquier bien inmueble esté sujeta a la aprobación previa del Secretario de Estado.

5) Autorizar al Tesorero de la Comisión o a cualquier otra persona designada por la Comisión, a recibir fondos para depositarlos en cuentas bancarias en nombre del Tesorero de la Comisión o de cualquier otra persona que pueda ser designada. La designación del Tesorero o de la persona designada en su caso, deberá ser aprobada por el Secretario de Estado, y el Tesorero, o la persona designada en su defecto, depositará los fondos recibidos en un depósito o depósitos designados por el Secretario de Estado.

6) Autorizar el desembolso de fondos y el otorgamiento de subvenciones y de anticipo de fondos para los propósitos autorizados del presente Acuerdo, incluso el pago de transporte, enseñanza, mantenimiento y otros gastos incidentes a los mismos.

7) Proveer las intervenciones periódicas de cuentas del Tesorero de la Comisión, en la forma señalada por los auditores nombrados por el Secretario de Estado.

8) Contratar un Director u Oficial Ejecutivo, así como personal administrativo y de oficina; establecer y pagar los sueldos y salarios de los mismos; e incurrir en otros gastos administrativos que pueda estimarse necesario, utilizando los fondos disponibles según el presente Acuerdo.

9) Administrar o ayudar a administrar planes educacionales y culturales, o facilitar dichos planes, para promover los propósitos del presente Acuerdo pero que no estén financiados por fondos disponibles según este Acuerdo, con tal que, dichos planes y actividades así como

la función de la Comisión en los mismos sea totalmente descrita en informes anuales o especiales confeccionados para el Gobierno de la República del Paraguay y para el Secretario de Estado según las disposiciones del Artículo VI de este Acuerdo, y con tal que tanto el Gobierno de la República del Paraguay o el Secretario de Estado no interpongan objeción alguna a la función real o propuesta de la Comisión con respecto a los mismos.

#### ARTICULO III

Todos los compromisos, obligaciones y gastos autorizados por la Comisión se harán de acuerdo a un presupuesto anual, a ser aprobado por el Secretario de Estado.

#### ARTICULO IV

La Comisión se compondrá de ocho Miembros, de los cuales cuatro serán ciudadanos de los Estados Unidos de América y cuatro serán ciudadanos de la República del Paraguay. Además, el funcionario a cuyo cargo esté la Misión Diplomática de los Estados Unidos de América en la República del Paraguay (de aquí en adelante designado "Jefe de Misión") será el Presidente Honorario de la Comisión. En caso de empate en la Comisión su voto será decisivo y designará al Presidente de la misma. El Presidente, como Miembro regular de la Comisión, tendrá derecho al voto. Los ciudadanos de los Estados Unidos de América en la Comisión, dos de los cuales por lo menos serán oficiales de la agencia del Servicio Exterior de los Estados Unidos de América en la República del Paraguay, serán designados y removidos por el Jefe de Misión y uno de ellos ocupará el cargo del Tesorero de la Comisión. Los Miembros paraguayos serán designados y removidos por el Gobierno de la República del Paraguay.

Los Miembros desempeñarán sus funciones desde la fecha de su nombramiento hasta el 31 de diciembre siguiente y podrán ser reelegidos en sus cargos. Las vacancias por razón de renuncia, traslado de residencia fuera de la República del Paraguay, expiración de servicio, u otra causa, serán llenadas de acuerdo con el procedimiento de nombramientos estipulado en este Artículo.

Los Miembros servirán sin remuneración, pero el Consejo puede autorizar el pago de los gastos necesarios para su asistencia a las reuniones de la Comisión y para el cumplimiento de otros deberes oficiales propios de la misma.

#### ARTICULO V

La Comisión dictará los Reglamentos y nombrará los Comités que estime necesarios para la conducción de los asuntos de la misma.

#### ARTICULO VI

De formato y estructura aceptables al Secretario de Estado, se harán anualmente informes para el mismo Secretario de Estado y el Gobierno de la República del Paraguay, sobre las actividades de la

Comisión. Mas amenudo, y a discreción del Consejo o a pedido del Gobierno de la República del Paraguay o del Secretario de Estado, podrán hacerse informes especiales.

#### **ARTICULO VII**

La oficina principal de la Comisión estará en la capital de la República del Paraguay, pero las reuniones de la misma y de cualesquiera de sus Comités podrán realizarse en cualesquiera lugares que la Comisión quiera determinar de tiempo en tiempo, y las actividades de los funcionarios de la Comisión así como del personal de la misma podrán efectuarse en los lugares que sean aprobados por la Comisión.

#### **ARTICULO VIII**

El Gobierno de la República del Paraguay y el Gobierno de los Estados Unidos de América convienen en que para los propósitos de este Acuerdo pueden ser utilizados cualesquiera fondos, incluso moneda del Paraguay, en poder o disponible para desembolso por el Gobierno de los Estados Unidos de América para tales propósitos.

La ejecución del presente Acuerdo estará sujeta a la disponibilidad de medios por el Secretario de Estado, como es requerido por las leyes de los Estados Unidos de América.

El Secretario de Estado pondrá a disposición de la Comisión para desembolso, cuando sea solicitada por la misma, aquellos fondos que puedan ser necesarios para los propósitos de este Acuerdo pero, en ningún caso podrán ser desembolsados por la Comisión fondos que excedan las limitaciones presupuestarias establecidas por el Artículo III del presente Acuerdo.

#### **ARTICULO IX**

El Gobierno de la República del Paraguay y el Gobierno de los Estados Unidos de América harán todo lo posible para facilitar los programas de intercambio de personas autorizadas por el presente Acuerdo y la Convención para el Fomento de Relaciones Culturales Interamericanas y para solucionar los problemas que surjan en las operaciones correspondientes.

#### **ARTICULO X**

Donde quiera que, en el presente Acuerdo, se use el término "Secretario de Estado", será entendido que quiere decir el Secretario de Estado de los Estados Unidos de América o cualquier otro funcionario del Gobierno de dicho país designado por el Secretario de Estado a actuar en su lugar.

#### **ARTICULO XI**

El presente Acuerdo reemplaza al Acuerdo entre el Gobierno de la República del Paraguay y el Gobierno de los Estados Unidos de América firmado en Asunción el 4 de abril de 1957 y sus modificaciones.

El presente Acuerdo entrará en vigor en la fecha de la notificación, del Gobierno del Paraguay al Gobierno de los Estados Unidos de América, de la ratificación del Acuerdo por la República del Paraguay de acuerdo con los procedimientos constitucionales de la República del Paraguay.

El presente Acuerdo puede ser enmendado por un cambio de notas diplomáticas entre el Gobierno del Paraguay y el Gobierno de los Estados Unidos de América.

EN FE DE LO CUAL, los Plenipotenciarios debidamente autorizados suscriben el presente Acuerdo en dos ejemplares igualmente auténticos en idiomas español e inglés, en la Ciudad de Asunción, Capital de la República del Paraguay, a los veinte días del mes de agosto del año mil novecientos sesenta y tres.

RAÚL SAPENA PASTOR

WILLIAM P. SNOW

[SEAL]

[SEAL]

# BRAZIL

## Atomic Energy: Cooperation for Civil Uses

*Agreement amending the agreement of August 3, 1955,  
as amended.*

*Signed at Washington September 1, 1964;  
Entered into force November 2, 1964.*

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### **AMENDMENT TO AGREEMENT FOR COOPERATION BE- TWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED STATES OF BRAZIL CONCERNING CIVIL USES OF ATOMIC ENERGY**

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

Desiring to amend the Agreement for Cooperation between the Government of the United States of America and the Government of the United States of Brazil Concerning Civil Uses of Atomic Energy, signed at Rio de Janeiro on August 3, 1955 ['] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreements signed at Washington on July 9, 1958, June 11, 1960, and May 28, 1962,[<sup>2</sup>]

Agree as follows:

#### **ARTICLE I**

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

"The Government of the United States of America and the Government of the United States of Brazil, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that the Agency will be requested to assume responsibility for applying safeguards to materials and facilities subject to safeguards under this Agreement for Cooperation. It is agreed that the necessary arrangements will be effected without modification of this Agreement, through an agreement to be concluded, not later than August 2, 1965, between

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<sup>1</sup> TIAS 3303; 6 UST 2583.

<sup>2</sup> TIAS 4255, 4539, 5110; 10 UST 1190; 11 UST 1921, 13 UST 1492.

the Parties and the Agency which agreement may include provisions for suspension of the safeguard rights accorded the Commission by Article VI, paragraph C, of this Agreement during the time and to the extent that the Agency's safeguards apply to such materials and facilities."

#### ARTICLE II

Article VIII of the Agreement for Cooperation, as amended, is further amended by deleting the date "August 2, 1964" and substituting in lieu thereof the date "August 2, 1965".

#### ARTICLE III

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 the entry into force of such Amendment and shall remain in force for the period of the Agreement for Cooperation, as hereby amended.

### **EMENDA AO ACORDO DE COOPERACAO ENTRE O GOVERNO DOS ESTADOS UNIDOS DA AMERICA E O GOVERNO DOS ESTADOS UNIDOS DO BRASIL SOBRE OS USOS CIVIS DA ENERGIA ATOMICA**

O Govérno dos Estados Unidos da América e o Govérno dos Estados Unidos do Brasil,

No desejo de emendar o Acôrdo de Cooperação entre o Govérno dos Estados Unidos da América e o Govérno dos Estados Unidos do Brasil sôbre os Usos Civis da Energia Atômica, assinado no Rio de Janeiro, a 3 de agosto de 1955 (doravante citado como "Acôrdo de Cooperação"), emendado por acordos assinados em Washington a 9 de julho de 1958, 11 de junho de 1960 e 28 de maio de 1962,

Acordaram no seguinte:

#### ARTIGO I

O Artigo VII (A) do Acôrdo de Cooperação é emendado e passa a ter a seguinte redação:

"O Govérno dos Estados Unidos da América e o Govérno dos Estados Unidos do Brasil reconhecem a conveniênciа de se utilizarem as instalações e os serviços da Agência Internacional de Energia Atômica e accordam em solicitar à Agência que assuma a responsabilidade de aplicar salvaguardas aos materiais e instalações sujeitas a salvaguardas nos têrmos dêste Acôrdo de Cooperação.

É acordado que os necessários entendimentos serão efetuados sem modificação dêste Acôrdo, através dum acôrdo a ser concluído, antes de 2 de agosto de 1965, entre as Partes Contratantes e a Agência, acôrdo esse que poderá conter disposições sôbre a suspensão dos direitos de salvaguarda concedidos à Comissão pelo Artigo VI, parágrafo C, dêste Acôrdo durante o tempo e na medida em que as salvaguardas da Agência se aplicarem a tais materiais e instalações.”

### ARTIGO II

O Artigo VIII do Acôrdo de Cooperação, emendado, é novamente emendado pela substituição da data de “2 de agosto de 1964” pela data de “2 de agosto de 1965”.

### ARTIGO III

Esta Emenda entrará em vigor na data em que cada Govêrno receber do outro Govêrno a notificação escrita de que foram preenchidos todos os requisitos legais e constitucionais para a entrada em vigor da referida Emenda, a qual permanecerá em vigor pelo prazo do Acôrdo de Cooperação, pela presente emendado.

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

DONE at Washington, in duplicate, in the English and Portuguese languages, both texts being equally authentic, this first day of September 1964.

EM TESTEMUNHA DO QUE os abaixo-assinados, devidamente autorizados, firmaram a presente Emenda.

Ferro em Washington, em duplicata, nos idiomas inglês e português, sendo ambos textos igualmente válidos, em primeiro de setembro de 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:  
PELO GOVERNO DOS ESTADOS UNIDOS DA AMÉRICA:

ROBERT W. ADAMS

JOHN GORHAM PALFREY

FOR THE GOVERNMENT OF THE UNITED STATES OF BRAZIL:  
PELO GOVERNO DOS ESTADOS UNIDOS DO BRASIL:

JURACY MAGALHÃES

# PHILIPPINES

## Atomic Energy: Cooperation for Civil Uses

*Agreement amending the agreement of July 27, 1955, as amended.  
Signed at Washington August 7, 1963;  
Entered into force November 4, 1964.*

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### AMENDMENT TO AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIP- PINES CONCERNING CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of the Republic of the Philippines,

Desiring to amend the Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of the Philippines Concerning Civil Uses of Atomic Energy, signed at Washington on July 27, 1955 [¹] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreement signed at Washington on June 11, 1960, [²]

Agree as follows:

#### ARTICLE I

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

"The Government of the United States of America and the Government of the Republic of the Philippines, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that the Agency will be promptly requested to assume responsibility for applying safeguards to materials and facilities transferred to the Republic of the Philippines under this Agreement for Cooperation. It is contemplated that the necessary arrangements will be effected without modification of this Agreement, through an agreement to be negotiated between the Parties and the Agency which may include provisions for suspension of the safeguard rights accorded the Commission by Article VI, paragraph C, of this Agreement during the time and to the extent that the Agency's safeguards apply to such materials and facilities."

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<sup>1</sup> TIAS 3316; 6 UST 2671.

<sup>2</sup> TIAS 4515; 11 UST 1770.

**ARTICLE II**

Article VIII of the Agreement for Cooperation is amended by deleting the date "July 26, 1963" and substituting in lieu thereof the date "July 26, 1968."

**ARTICLE III**

This Amendment shall enter into force on the day on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Amendment 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, this 7th day of August 1963.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ROGER HILSMAN

GLENN T. SEABORG

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES:

AMELITO R. MUTUC

# **MULTILATERAL**

## **General Agreement on Tariffs and Trade**

*Declaration on Provisional Accession of Yugoslavia to the agreement of October 30, 1947.*

*Done at Geneva November 13, 1962;*

*Entered into force with respect to the United States of America  
and Yugoslavia November 21, 1964.*

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### **THE CONTRACTING PARTIES TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE**

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### **LES PARTIES CONTRACTANTES A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE**

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### **DECLARATION ON THE PROVISIONAL ACCESSION OF THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE**

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### **DECLARATION CONCERNANT L'ACCESSION PROVISOIRE DE LA REPUBLIQUE POPULAIRE FEDERATIVE DE YUGOSLAVIE A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE**

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**13 November 1962**

**Geneva**

(1997)

TIAS 5678

**DECLARATION ON THE PROVISIONAL ACCESSION OF THE  
FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA TO THE  
GENERAL AGREEMENT ON TARIFFS AND TRADE**

The Government of the Federal People's Republic of Yugoslavia (hereinafter referred to as the "Government of Yugoslavia") and the other governments on behalf of which this Declaration has been accepted (hereinafter referred to as the "participating governments");

Considering that the Government of Yugoslavia on 17 October 1962 made a formal request to accede to the General Agreement on Tariffs and Trade [<sup>1</sup>] (hereinafter referred to as the "General Agreement") in accordance with the provisions of Article XXXIII [<sup>2</sup>] of the General Agreement, and that the Government of Yugoslavia will be prepared to conduct the tariff negotiations with contracting parties which it is considered should precede accession under Article XXXIII, as soon as such negotiations become practicable after the adoption by Yugoslavia of a definitive customs tariff;

Considering that trade relations between the Government of Yugoslavia and most contracting parties to the General Agreement have, for three years, been governed by the Declaration of 25 May 1959 [<sup>3</sup>] which was designed to be a transitional stage until Yugoslavia was in a position to apply for accession under Article XXXIII;

Considering that the Government of Yugoslavia, pursuant to the provisions of the said Declaration, has, in the development of arrangements affecting its commercial policies, moved progressively towards a position in which it can give full effect to the provisions of the General Agreement;

Considering that the Government of Yugoslavia, pending accession under Article XXXIII, is prepared to accept the obligations of the General Agreement; and

Considering the desirability of basing the trade relations between Yugoslavia and contracting parties upon the General Agreement as soon as possible, and consequently the desirability of providing for the provisional accession of the Government of Yugoslavia to the General Agreement as a further step towards its accession pursuant to Article XXXIII;

1. Declare that, pending the accession of the Government of Yugoslavia to the General Agreement under the provisions of Article XXXIII, which will be subject to the satisfactory conclusion of

<sup>1</sup> TIAS 1700; 61 Stat. pts. 5 and 6.

<sup>2</sup> TIAS 1763; 62 Stat. 1993.

<sup>3</sup> TIAS 4385; 10 UST 2142.

negotiations on customs tariffs in accordance with rules and procedures to be adopted by the CONTRACTING PARTIES, and, if necessary for other matters, to the examination of the application of the provisions of the General Agreement, the commercial relations between the participating governments and the Government of Yugoslavia shall be based upon the General Agreement, subject to the following conditions;

- (a) The Government of Yugoslavia shall apply provisionally and subject to the provisions of this Declaration (i) Parts I and III 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 Yugoslavia 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 Yugoslavia shall be the date of this Declaration.
- (d) The provisions of the General Agreement to be applied by the Government of Yugoslavia 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 [1] 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.

This Declaration, which has been approved by the CONTRACTING PARTIES by a two-thirds majority, shall be deposited with the Executive Secretary of the CONTRACTING PARTIES. It shall be open for acceptance, by signature or otherwise, by the Government of Yugoslavia, by contracting parties to the General Agreement and by any governments which shall have acceded provisionally to the General Agreement.

<sup>1</sup> TIAS 1700; 61 Stat. (pt. 5) p. A5.

This Declaration shall become effective between the Government of Yugoslavia and any participating government on the thirtieth day following the day upon which it shall have been accepted on behalf of both the Government of Yugoslavia and that government. It shall remain in force until the Government of Yugoslavia accedes to the General Agreement under the provisions of Article XXXIII thereof or until 31 December 1965, whichever date is the earlier, unless it has been agreed between the Government of Yugoslavia and the participating governments to extend its validity to a later date.

The Executive Secretary of 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.

Done at Geneva this thirteenth day of November one thousand nine hundred and sixty-two, in a single copy in the French and English languages, both texts authentic.

**DECLARATION CONCERNANT L'ACCESSION PROVISOIRE  
DE LA REPUBLIQUE POPULAIRE FEDERATIVE DE YOUGO-  
SLAVIE A L'ACCORD GENERAL SUR LES TARIFS DOU-  
ANIERS ET LE COMMERCE**

Le gouvernement de la République populaire fédérative de Yougoslavie (dénommé ci-après le "gouvernement yougoslave") et les autres gouvernements au nom desquels la présente Déclaration a été acceptée (dénommés ci-après les "gouvernements participants"),

Considérant que, le 17 octobre 1962, le gouvernement yougoslave a formellement demandé à accéder à l'Accord général sur les tarifs douaniers et le commerce (ci-après dénommé l'"Accord général") conformément aux dispositions de l'article XXXIII dudit Accord général et que ce gouvernement est prêt à engager avec les parties contractantes les négociations tarifaires qui sont considérées comme nécessaires préalablement à l'accession conformément à l'article XXXIII, aussitôt que de telles négociations deviendront possibles après l'adoption par la Yougoslavie d'un tarif douanier définitif;

Considérant que les relations commerciales entre le gouvernement yougoslave et la plupart des parties contractantes à l'Accord général sont régies depuis trois ans par la Déclaration du 25 mai 1959 qui devait ménager la transition jusqu'au moment où la Yougoslavie serait en mesure de demander son accession conformément à l'article XXXIII;

Considérant que, conformément aux dispositions de ladite Déclaration, le gouvernement yougoslave s'est mis progressivement en mesure, dans la mise au point d'arrangements touchant sa politique commerciale, de donner plein effet aux dispositions de l'Accord général;

Considérant que le gouvernement yougoslave est disposé, en attendant son accession conformément à l'article XXXIII, à accepter les obligations que comporte l'Accord général;

Considérant qu'il est souhaitable de fonder le plus tôt possible sur l'Accord général les relations commerciales entre la Yougoslavie et les parties contractantes, et par conséquent de prévoir l'accésion provisoire du gouvernement yougoslave audit Accord, qui marquera une nouvelle étape vers l'accésion conformément à l'article XXXIII;

1. Déclarent qu'en attendant l'accésion du gouvernement yougoslave à l'Accord général conformément aux dispositions de l'article XXXIII, qui sera subordonnée d'une part à la conclusion satisfaisante de négociations sur les droits de douane menées selon les règles et procédures que fixeront les PARTIES CONTRACTANTES, et d'autre part, si cela est nécessaire pour d'autres questions, à l'examen de l'application des dispositions de l'Accord général, les relations commerciales entre les gouvernements participants et le gouvernement yougoslave seront fondées sur l'Accord général, sous réserve des conditions suivantes:

- a) Le gouvernement yougoslave appliquera à titre provisoire et sous réserve des dispositions de la présente Déclaration: i) les parties I et III de l'Accord général et ii) la partie II de l'Accord général dans toute la mesure compatible avec la législation yougoslave en vigueur à la date de la présente Déclaration; les obligations inscrites au paragraphe 1 de l'article I de l'Accord général par référence à l'article III dudit Accord et celles qui sont inscrites au paragraphe 2, alinéa b), de l'article II par référence à l'article VI, seront considérées aux fins d'application de la présente disposition comme entrant dans le cadre de la partie II de l'Accord général.
- b) Alors qu'en vertu des dispositions de l'article I de l'Accord général concernant le traitement de la nation la plus favorisée, la Yougoslavie bénéficiera des concessions reprises dans les listes annexées à l'Accord général, elle n'aura, pour ce qui concerne ces concessions, aucun droit direct en vertu soit des dispositions de l'article II, soit des dispositions de tout autre article de l'Accord général.
- c) Dans chaque cas où le paragraphe 6 de l'article V, l'alinéa d) du paragraphe 4 de l'article VII et l'alinéa c) du paragraphe 3 de l'article X de l'Accord général se réfèrent à la date dudit Accord, la date applicable en ce qui concerne la Yougoslavie sera la date de la présente Déclaration.

- d) Les dispositions de l'Accord général qui devront être appliquées par le gouvernement yougoslave sont celles qui figurent dans le 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, telles que ces dispositions auront été rectifiées, amendées, complétées ou autrement modifiées par les instruments qui seront entrés en vigueur à la date de la présente Déclaration.

2. Demandent aux PARTIES CONTRACTANTES à l'Accord général dénommées ci-après les "PARTIES CONTRACTANTES" d'exercer les fonctions nécessaires pour la mise en oeuvre de la présente Déclaration.

La présente Déclaration, qui a été adoptée à la majorité des deux tiers des parties contractantes, sera déposée entre les mains du Secrétaire exécutif des PARTIES CONTRACTANTES. Elle sera ouverte à l'acceptation, par signature ou autrement, du gouvernement yougoslave, des parties contractantes à l'Accord général et de tous gouvernements qui auront accédé provisoirement à l'Accord général.

La présente Déclaration prendra effet, entre le gouvernement yougoslave et tout gouvernement participant, le trentième jour qui suivra celui où elle aura été acceptée au nom du gouvernement yougoslave et au nom dudit gouvernement; elle restera en vigueur jusqu'à ce que le gouvernement yougoslave accède à l'Accord général conformément aux dispositions de l'article XXXIII dudit Accord ou jusqu'au 31 décembre 1965 si, à cette date, l'accession n'est pas intervenue, à moins que le gouvernement yougoslave et les gouvernements participants ne conviennent d'en proroger la validité.

Le Secrétaire exécutif 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.

Fait à Genève, le treize novembre mil neuf cent soixante-deux, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi.

*For the Argentine Republic:*

*Pour la République Argentine:*

[Accepted May 10, 1963.]

*For the Commonwealth of Australia: Pour le Commonwealth d'Australie:*

*For the Republic of Austria:*

*Pour la République d'Autriche:*

[Signed, subject to ratification, June 20, 1963; ratified March 16, 1964.]

*For the Kingdom of Belgium:*

*Pour le Royaume de Belgique:*

[Accepted December 7, 1962.]

*For the United States of Brazil:*

*Pour les Etats-Unis du Brésil:*

[Accepted July 8, 1963.]

*For the Union of Burma:*

*Pour l'Union birmane:*

*For the Kingdom of Cambodia:*

*Pour le Royaume du Cambodge:*

*For Canada:*

*Pour le Canada:*

[Accepted March 7, 1963.]

*For Ceylon:*

*Pour Ceylan:*

[Accepted May 21, 1963.]

*For the Republic of Chile:*

*Pour la République du Chili:*

[Accepted November 21, 1962.]

*For the Republic of Cuba:*

*Pour la République de Cuba:*

[Accepted October 4, 1963.]

[*For the Republic of Cyprus:*

Accepted August 6, 1963.]

*For the Czechoslovak Socialist Republic:*

*Pour la République socialiste tchécoslovaque:*

[Accepted April 18, 1963.]

[*For the Republic of Dahomey:*

Accepted November 25, 1963.]

*For the Kingdom of Denmark:*

*Pour le Royaume du Danemark:*

[Accepted March 11, 1964.]

*For the Dominican Republic:*

*Pour la République Dominicaine:*

*For the Republic of Finland:*

*Pour la République de Finlande:*

[Accepted May 2, 1963.]

*For the French Republic:*

*Pour la République française:*

[Accepted December 13, 1962.]

*For the Federal Republic of Germany:*

*Pour la République fédérale d'Allemagne:*

*For Ghana:*

*Pour le Ghana:*

[Accepted February 15, 1963.]

*For the Kingdom of Greece:*

*Pour le Royaume de Grèce:*

[Accepted April 4, 1963.]

*For the Republic of Haiti:*

*Pour la République d'Haïti:*

*For India:*

*Pour l'Inde:*

[Accepted February 21, 1963.]

*For the Republic of Indonesia:*      *Pour la République d'Indonésie:*

[Accepted December 13, 1963.]

*For Israel:*

*Pour Israël:*

[Accepted May 6, 1963.]

*For the Republic of Italy:*

*Pour la République d'Italie:*

[Signed, subject to ratification, March 21, 1963.]

*For Japan:*

*Pour le Japon:*

[Accepted May 8, 1963.]

[*For the State of Kuwait:*

Accepted September 9, 1963.]

*For the Grand-Duchy  
of Luxemburg:*

*Pour le Grand-Duché  
de Luxembourg:*

[Accepted December 14, 1962.]

[*For the Malagasy Republic:*

Accepted December 30, 1963.]

*For the Federation of Malaya:*

*Pour la Fédération de Malaisie:*

*For the Kingdom of the Netherlands:*      *Pour le Royaume des Pays-Bas:*

[Accepted April 8, 1963.]

*For New Zealand:*

*Pour la Nouvelle-Zélande:*

[Accepted December 4, 1963.]

*For the Republic of Nicaragua:*      *Pour la République du Nicaragua:*

[*For the Republic of Niger:*

Accepted February 17, 1964.]

*For the Federation of Nigeria:*

*Pour la République de Nigéria:*

*For the Kingdom of Norway:*

*Pour le Royaume de Norvège:*

[Accepted January 16, 1963.]

*For Pakistan:*

*Pour le Pakistan:*

[Accepted October 24, 1963.]

*For Peru:*

*Pour le Pérou:*

*For the Portuguese Republic:*

*Pour la République du Portugal:*

*For the Federation of Rhodesia  
and Nyasaland: [<sup>1</sup>]*

*Pour la Fédération de la Rhodésie  
et du Nyassaland:*

[Accepted November 27, 1963.]

[*For the Republic of Senegal:*

[Accepted March 16, 1964.]

*For Sierra Leone:*

*Pour le Sierra Leone:*

*For South Africa:*

*Pour la République Sud-Africaine:*

*For the Kingdom of Sweden:*

*Pour le Royaume de Suède:*

[Accepted September 2, 1963.]

*For the Swiss Confederation:*

*Pour la Confédération suisse:*

*For Tanganyika:*

*Pour le Tanganyika:*

[Accepted July 1, 1963.]

*For Trinidad and Tobago:*

*Pour la Trinité et Tobago:*

*For the Republic of Tunisia:*

*Pour la République tunisienne:*

[Accepted October 21, 1963.]

*For the Republic of Turkey:*

*Pour la République de Turquie:*

[Accepted April 24, 1963.]

*For Uganda:*

*Pour l'Ouganda:*

*For the United Arab Republic:*

*Pour la République arabe unie:*

[Accepted June 24, 1963.]

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

*Pour le Royaume-Uni de Grande-  
Bretagne et d'Irlande du Nord:*

[Accepted May 2, 1963.]

*For the United States of America:*

*Pour les Etats-Unis d'Amérique:*

[Accepted October 22, 1964.]

*For the Republic of Uruguay:*

*Pour la République d'Uruguay:*

[Accepted May 13, 1963.]

<sup>1</sup> A joint declaration of Dec. 19, 1963, by the United Kingdom and the Federation of Rhodesia and Nyasaland states that on January 1, 1964 (after dissolution of the Federation) Southern Rhodesia will resume its former status of Contracting Party to the General Agreement on Tariffs and Trade.

*For the Federal People's Republic  
of Yugoslavia:*

[Signed, subject to approval, November 15, 1962; ratification deposited  
March 28, 1963.]

I hereby certify that the foregoing text is a true copy of the Declaration on the Provisional Accession of the Federal People's Republic of Yugoslavia to the General Agreement on Tariffs and Trade, done at Geneva on 13 November 1962, the original of which is deposited with the Executive Secretary of 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 de la République populaire fédérative de Yougoslavie à l'Accord général sur les tarifs douaniers et le commerce, établi à Genève le 13 novembre 1962, dont le texte original est déposé auprès du Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

E. WYNDHAM WHITE  
E. Wyndham White

*Executive Secretary  
Geneva*

*Secrétaire exécutif  
Genève*

# PORTUGAL

## Atomic Energy: Cooperation for Civil Uses

*Agreement amending the agreement of July 21, 1955, as amended.*

*Signed at Washington August 11, 1964;*

*Entered into force November 6, 1964.*

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

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

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of Portugal Concerning Civil Uses of Atomic Energy, signed at Washington on July 21, 1955<sup>[1]</sup> (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreements signed at Washington on June 7, 1957, June 11, 1960, and May 28, 1962; <sup>[2]</sup>

Agree as follows:

#### ARTICLE I

Article II of the Agreement for Cooperation is amended as follows:

1. Substitute the word "transfer" for the word "lease" wherever said word appears in paragraphs A and D.
2. The following new sentence is added at the end of paragraph B:

"It is understood and agreed that although the Government of Portugal may distribute uranium enriched in the isotope U-235 to authorized users in Portugal, the Government of Portugal will retain title to any uranium enriched in the isotope U-235 which is purchased from the Commission at least until such time as private users in the United States of America are permitted to acquire title in the United States of America to uranium enriched in the isotope U-235."

3. Paragraph C is deleted in its entirety and the following substituted therefor:

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<sup>1</sup> TIAS 3317; 6 UST 2677.

<sup>2</sup> TIAS 3899, 4519, 5111; 8 UST 1435; 11 UST 1783; 13 UST 1494.

"C. The Commission may, upon request and in its discretion, make available all or a portion of the enriched uranium supplied hereunder as material enriched to more than twenty percent (20%) in the isotope U-235 for use in research reactors capable of operating with a fuel load not to exceed six (6) kilograms of the isotope U-235 contained in such uranium."

4. The following new paragraphs E, F and G are added to Article II:

"E. It is agreed that when any source or special nuclear material received from the United States of America requires reprocessing, such reprocessing shall be performed at the discretion of the Commission in either Commission facilities or facilities acceptable to the Commission, on terms and conditions to be later agreed; and it is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel shall not be altered after its removal from the reactor and prior to delivery to the Commission or the facilities acceptable to the Commission for reprocessing.

"F. Special nuclear material produced in any part of fuel leased hereunder as a part of irradiation processes shall be for the account of the Government of Portugal and, after reprocessing as provided in paragraph E of this Article, shall be returned to the Government of Portugal, at which time title to such material shall be transferred to that Government, unless the Government of the United States of America shall exercise its option, which is hereby granted, to retain, with appropriate credit to the Government of Portugal, any such special nuclear material which is in excess of the needs of Portugal for such material in its program for the peaceful uses of atomic energy.

"G. With respect to any special nuclear material not subject to the option referred to in paragraph F of this Article and produced in reactors fueled with materials obtained from the United States of America which is in excess of the needs of Portugal for such material in its program for the peaceful uses of atomic energy, the Government of the United States of America shall have and is hereby granted (a) a first option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an Agreement for Cooperation with the Government of the United States of America, and (b) the right to approve the transfer of such material to any other nation or group of nations in the event the option to purchase is not exercised."

## ARTICLE II

Article III (A) of the Agreement for Cooperation, as amended, is hereby amended to read as follows:

"Materials of interest in connection with defined research projects related to the peaceful uses of atomic energy undertaken by the Government of Portugal, including source material, special nuclear material, byproduct material, other radioisotopes, and stable isotopes, will be exchanged for research purposes in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially."

### ARTICLE III

Paragraphs A, B and C of Article VI of the Agreement for Cooperation, as amended, are amended to read as follows:

"A. The Government of the United States of America and the Government of Portugal emphasize their common interest in ensuring that any material, equipment, or device made available to the Government of Portugal pursuant to this Agreement shall be used solely for civil purposes.

"B. Except to the extent that the safeguards provided for in this Agreement are supplanted, by agreement of the Parties as provided in Article VII (A), by safeguards of the International Atomic Energy Agency, 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 ensuring design and operation for civil purposes and permitting effective application of safeguards, to review the design of any

- (i) reactor and
- (ii) 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 to the Government of Portugal or persons 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 or special nuclear material which is to be made available to the Government of Portugal or any person under its jurisdiction by the Government of the United States of America or any person under its jurisdiction and any source or special nuclear material utilized in, recovered from, or produced as a result of the use of any of the following materials, equipment, or device so made available:

- (i) source material, special nuclear material, moderator material, or other material designated by the Commission,

- (ii) reactors,
- (iii) any other equipment or device designated by the Commission as an item to be made available on the condition that the provisions of this subparagraph B 2 will apply,
  - (a) 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 (b) to require that any such material in the custody of the Government of Portugal or any person under its jurisdiction be subject to all of the safeguards provided for in this Article and the guaranties set forth in Article VII;

“3. To require the deposit in storage facilities designated by the 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 Portugal and which is not purchased or retained by the Government of the United States of America pursuant to Article II of this Agreement, or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties;

“4. To designate, after consultation with the Government of Portugal, personnel who accompanied, if either Party so requests, by personnel designated by the Government of Portugal, shall have access in Portugal to all places and data necessary to account for the source and special nuclear materials which are subject to subparagraph 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 non-compliance with the provisions of this Article, or the guaranties set forth in Article VII, and the failure of the Government of Portugal to carry out the provisions of this Article within a reasonable time, to suspend or terminate this Agreement and require the return of any materials, equipment, and devices referred to in subparagraph B 2 of this Article;

“6. To consult with the Government of Portugal in the matter of health and safety.

“C. The Government of Portugal undertakes to facilitate the application of the safeguards provided for in this Article.”

#### ARTICLE IV

Article VII (A) of the Agreement for Cooperation, as amended, is further amended to read as follows:

“A. The Government of the United States of America and the Government of Portugal, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that the Agency will be promptly requested to assume responsibility for applying safeguards to materials and facilities

subject to safeguards under this Agreement for Cooperation. It is contemplated that the necessary arrangements will be effected without modification of this Agreement, through an agreement to be negotiated between the Parties and the Agency which may include provisions for suspension of the safeguard rights accorded the Commission by Article VI of this Agreement during the time and to the extent that the Agency's safeguards apply to such materials and facilities.

"B. In the event the Parties do not reach a mutually satisfactory agreement on the terms of the trilateral arrangement envisaged in paragraph A of this Article, either Party may by notification terminate this Agreement. In the event of termination by either Party, the Government of Portugal shall, at the request of the Government of the United States, return to the Government of the United States all special nuclear materials received pursuant to this Agreement and in its possession or in the possession of persons under its jurisdiction. The Government of the United States will compensate the Government of Portugal for such returned material at the current United States Commission's schedule of prices then in effect domestically."

#### ARTICLE V

Article VIII of the Agreement for Cooperation, as amended, is further amended by deleting the date "July 20, 1964" and substituting in lieu thereof "July 20, 1969".

#### 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 the entry into force of such Amendment and shall remain in force for the period of the Agreement for Cooperation as hereby amended.

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

DONE at Washington, in duplicate, this eleventh day of August 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ROBERT C. CREEL.

GERALD F. TAPE

FOR THE GOVERNMENT OF PORTUGAL:

VASCO VIEIRA GARIN.

# SPAIN

## Trade in Cotton Textiles

*Agreement amending the agreement of July 16, 1963, as amended.*

*Effectuated by exchange of notes*

*Signed at Washington October 30, 1964;*

*Entered into force October 30, 1964.*

*With exchanges of letters.*

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*The Secretary of State to the Spanish Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
October 30, 1964

EXCELLENCY:

I have the honor to refer to recent discussions in Madrid between representatives of the Government of the United States of America and the Government of Spain concerning the Agreement Relating to Trade in Cotton Textiles between the United States and Spain signed on July 16, 1963<sup>[1]</sup> and amended by notes of June 15 and 17, 1964.<sup>[2]</sup>

As a result of these discussions, I have the honor to propose the following modifications of that Agreement:

1. The Government of Spain shall limit annual exports to the United States in all categories of cotton textiles for the twelve-month period beginning January 1, 1965 to an aggregate limit of 33,000,000 square yards equivalent.

2. Within the aggregate annual limit specified in paragraph 1, the following group ceilings shall apply:

(a) Yarn (Categories 1-4)	2,100,000 lbs.
(b) Fabrics (Categories 5-27)	19,250,000 syds. eq.
(c) Made-up Goods, Apparel and Misc.	
Items (Categories 28-64)	6,100,000 syds. eq.

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<sup>1</sup> TIAS 5427; 14 UST 1254.

<sup>2</sup> TIAS 5598; *ante*, p. 734.

3. No more than 50 per cent of the group ceiling established in paragraph 2 for yarn shall be exported in any of Categories 2, 3 or 4.

4. Within the group ceiling established in paragraph 2 for fabrics, the following specific ceilings shall apply:

(a) Categories 5-6	2,000,000 syds.
(b) Category 9	10,500,000 syds.
(c) Categories 18-19	6,000,000 syds.
(d) Categories 22-23	3,200,000 syds.
(e) Category 24	800,000 syds.
(f) Category 26 (duck only)	1,400,000 syds.
(g) Category 26 (other than duck)	7,000,000 syds.

5. Within the group ceiling established for made-up goods, apparel and miscellaneous items in paragraph 2, the following specific ceilings shall apply:

(a) Category 36	95,000 pcs.
(b) Categories 41-42-43	146,000 dz.
(c) Categories 48-49 (No more than 450,000 syds. eq. in either category)	700,000 syds. eq.
(d) Category 53	17,500 dz.
(e) Categories 57-58	1,750,000 syds. eq.
(f) Category 62*	300,000 lbs.
(g) Category 64*	300,000 lbs.

\*Prior to January 1, 1965, the Government of Spain will propose to the Government of the United States a breakdown of items in Categories 62 and 64 in accordance with expected export patterns.

6. Within the group ceilings for fabrics and made-up goods, apparel and miscellaneous items established by paragraph 2, any shortfalls occurring in categories given specific ceilings may be used for categories not given a specific ceiling. Exports in any twelve-month period in any category not given a specific ceiling shall not exceed 350,000 square yards equivalent except by mutual agreement of the Governments.

7. Provided that the aggregate limit established by paragraph 1 is not exceeded, exports in any group or any category given a specific ceiling may exceed by up to 5 per cent the levels established herein for that group or ceiling.

8. The limits on exports established by paragraphs 1, 2, 3, 4, 5 and 6 shall be raised by 5 per cent for the twelve-month period beginning January 1, 1966 and, on a cumulative basis, for subsequent twelve-month periods.

9. With the exception of seasonal items, the Government of Spain shall endeavor to space exports evenly over a twelve-month period.

10. Each Government agrees to supply promptly any available statistical data requested by the other Government. In the implementation of this agreement, the system of categories and the factors

for conversion into square yards equivalent set forth in the annex hereto shall apply.

11. For the duration of this agreement, the Government of the United States shall not exercise its rights under Article 3 of the Long Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962<sup>[1]</sup> to request restraint on the exports of cotton textiles from Spain to the United States. All other relevant provisions of the Long-Term Arrangement shall remain in effect between the two Governments.

12. This agreement shall become effective on January 1, 1965 and continue in force through December 31, 1968; provided that either Government may propose revisions in the terms of the agreement no later than 90 days prior to the beginning of a new twelve-month period; and provided further that either Government may terminate this agreement effective at the end of a twelve-month period by written notice to the other Government to be given at least 90 days prior to the end of such twelve-month period.

If these proposals are acceptable to the Government of Spain, this note and Your Excellency's note of acceptance on behalf of the Government of Spain shall constitute an agreement between our Governments.

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

For the Secretary of State:

G. GRIFFITH JOHNSON

Attachment:

Annex: Cotton Textile Categories and Conversion Factors

His Excellency

THE MARQUIS DE MERRY DEL VAL,  
*Ambassador of Spain.*

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<sup>1</sup> TIAS 5420; 13 UST 2675.

ANNEXCOTTON TEXTILE CATEGORIES AND CONVERSION FACTORS

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
1	Yarn, carded, singles	Lb.	4. 6
2	Yarn, carded, plied	Lb.	4. 6
3	Yarn, combed, singles	Lb.	4. 6
4	Yarn, combed, plied	Lb.	4. 6
5	Gingham, carded	Syd.	1. 0
6	Gingham, combed	Syd.	1. 0
7	Velveteen	Syd.	1. 0
8	Corduroy	Syd.	1. 0
9	Sheeting, carded	Syd.	1. 0
10	Sheeting, combed	Syd.	1. 0
11	Lawn, carded	Syd.	1. 0
12	Lawn, combed	Syd.	1. 0
13	Voile, carded	Syd.	1. 0
14	Voile, combed	Syd.	1. 0
15	Poplin and broadcloth, carded	Syd.	1. 0
16	Poplin and broadcloth, combed	Syd.	1. 0
17	Typewriter ribbon cloth	Syd.	1. 0
18	Print cloth, shirting type, 80 x 80 type, carded	Syd.	1. 0
19	Print cloth, shirting type, other than 80 x 80 type, carded	Syd.	1. 0
20	Shirting, Jacquard or dobby, carded	Syd.	1. 0
21	Shirting, Jacquard or dobby, combed	Syd.	1. 0
22	Twill and sateen, carded	Syd.	1. 0
23	Twill and sateen, combed	Syd.	1. 0
24	Woven fabric, n.e.s., yarn dyed, carded	Syd.	1. 0
25	Woven fabric, n.e.s., yarn dyed, combed	Syd.	1. 0
26	Woven fabric, other, carded	Syd.	1. 0
27	Woven fabric, other, combed	Syd.	1. 0
28	Pillowcases, carded	No.	1. 084
29	Pillowcases, combed	No.	1. 084
30	Dish towels	No.	. 348
31	Other towels	No.	. 348
32	Handkerchiefs, whether or not in the piece	Doz.	1. 66
33	Table damask and manufactures	Lb.	3. 17
34	Sheets, carded	No.	6. 2

Category	Description	Unit	Conversion Factor
35	Sheets, combed	No.	6. 2
36	Bedspreads and quilts	No.	6. 9
37	Braided and woven elastics	Lb.	4. 6
38	Fishing nets and fish netting	Lb.	4. 6
39	Gloves and mittens	Doz. Prs.	3. 527
40	Hose and half hose	Doz. Prs.	4. 6
41	T-shirts, all white, knit, men's and boys'	Doz.	7. 234
42	T-shirts, other, knit	Doz.	7. 234
43	Shirts, knit, other than T-shirts and sweatshirts	Doz.	7. 234
44	Sweaters and cardigans	Doz.	36. 8
45	Shirts, dress, not knit, men's and boys'	Doz.	22. 186
46	Shirts, sport, not knit, men's and boys'	Doz.	24. 457
47	Shirts, work, not knit, men's and boys'	Doz.	22. 186
48	Raincoats, $\frac{3}{4}$ length or longer, not knit	Doz.	50. 0
49	Other coats, not knit	Doz.	32. 5
50	Trousers, slacks and shorts (outer), not knit, men's and boys'	Doz.	17. 797
51	Trousers, slacks and shorts (outer), not knit, women's, girls' and infants'	Doz.	17. 797
52	Blouses, not knit	Doz.	14. 53
53	Dresses (including uniforms), not knit	Doz.	45. 3
54	Playsuits, washsuits, sunsuits, creepers, rompers, etc., not knit, n.e.s.	Doz.	25. 0
55	Dressing gowns, including bathrobes, beach robes, lounge robes, housecoats, and dusters, not knit	Doz.	51. 0
56	Undershirts, knit, men's and boys'	Doz.	9. 2
57	Briefs and undershorts, men's and boys'	Doz.	11. 25
58	Drawers, shorts and briefs, knit, n.e.s.	Doz.	5. 0
59	All other underwear, not knit	Doz.	16. 0
60	Pajamas and other nightwear	Doz.	51. 96

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
61	Brassieres and other body-supporting garments	Doz.	4.75
62	Wearing apparel, knit, n.e.s.	Lb.	4.6
63	Wearing apparel, not knit, n.e.s.	Lb.	4.6
64	All other cotton textiles	Lb.	4.6

Apparel items exported in sets shall be recorded under separate categories of the component items.

*The Spanish Ambassador to the Secretary of State*

SPANISH EMBASSY  
WASHINGTON

No. 237 MIA/L

OCTOBER 30, 1964

EXCELLENCY:

I have the honor to acknowledge receipt of your note of today's date proposing a bilateral agreement concerning trade in cotton textiles between Spain and the United States, which reads as follows:

"Excellency:

I have the honor to refer to recent discussions in Madrid between representatives of the Government of the United States of America and the Government of Spain concerning the Agreement Relating to Trade in Cotton Textiles between the United States and Spain signed on July 16, 1963 and amended by notes of June 15 and 17, 1964.

As a result of these discussions, I have the honor to propose the following modifications of that Agreement:

1. The Government of Spain shall limit annual exports to the United States in all categories of cotton textiles for the twelve-month period beginning January 1, 1965 to an aggregate limit of 33,000,000 square yards equivalent.

2. Within the aggregate annual limit specified in paragraph 1, the following group ceilings shall apply:

- |  |                      |
|--|----------------------|
| (a) Yarn (Categories 1-4)  | 2,100,000 lbs.       |
| (b) Fabrics (Categories 5-27)                                    | 19,250,000 syds. eq. |
| (c) Made-up Goods, Apparel and Misc.<br>Items (Categories 28-64) | 6,100,000 syds. eq.  |

3. No more than 50 per cent of the group ceiling established in paragraph 2 for yarn shall be exported in any of Categories 2, 3 or 4.

4. Within the group ceiling established in paragraph 2 for fabrics, the following specific ceilings shall apply:

- |                      |                  |
|----------------------|------------------|
| (a) Categories 5-6   | 2,000,000 syds.  |
| (b) Category 9       | 10,500,000 syds. |
| (c) Categories 18-19 | 6,000,000 syds.  |
| (d) Categories 22-23 | 3,200,000 syds.  |

(e)	Category 24	800,000 syds.
(f)	Category 26 (duck only)	1,400,000 syds.
(g)	Category 26 (other than duck)	7,000,000 syds.

5. Within the group ceiling established for made-up goods, apparel and miscellaneous items in paragraph 2, the following specific ceilings shall apply:

(a)	Category 36	95,000 pcs.
(b)	Categories 41-42-43	146,000 dz.
(c)	Categories 48-49 (No more than 450,000 syds. eq. in either category)	700,000 syds. eq.
(d)	Category 53	17,500 dz.
(e)	Categories 57-58	1,750,000 syds. eq.
(f)	Category 62*	300,000 lbs.
(g)	Category 64*	300,000 lbs.

\*Prior to January 1, 1965, the Government of Spain will propose to the Government of the United States a breakdown of items in Categories 62 and 64 in accordance with expected export patterns.

6. Within the group ceilings for fabrics and made-up goods, apparel and miscellaneous items established by paragraph 2, any shortfalls occurring in categories given specific ceilings may be used for categories not given a specific ceiling. Exports in any twelve-month period in any category not given a specific ceiling shall not exceed 350,000 square yards equivalent except by mutual agreement of the Governments.

7. Provided that the aggregate limit established by paragraph 1 is not exceeded, exports in any group or any category given a specific ceiling may exceed by up to 5 per cent the levels established herein for that group or ceiling.

8. The limits on exports established by paragraphs 1, 2, 3, 4, 5 and 6 shall be raised by 5 per cent for the twelve-month period beginning January 1, 1966 and, on a cumulative basis, for subsequent twelve-month periods.

9. With the exception of seasonal items, the Government of Spain shall endeavor to space exports evenly over a twelve-month period.

10. Each Government agrees to supply promptly any available statistical data requested by the other Government. In the implementation of this agreement, the system of categories and the factors for conversion into square yards equivalent set forth in the annex hereto shall apply.

11. For the duration of this agreement, the Government of the United States shall not exercise its rights under Article 3 of the Long Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 to request restraint on the exports of cotton textiles from Spain to the United States. All other relevant provisions of the Long-Term Arrangement shall remain in effect between the two Governments.

12. This agreement shall become effective on January 1, 1965 and continue in force through December 31, 1968; provided that either Government may propose revisions in the terms of the agreement not later than 90 days prior to the beginning of a new twelve-month period; and provided further that either Government may terminate this agreement effective at the end of a twelve-month period by written notice to the other Government to be given at least 90 days prior to the end of such twelve-month period.

If these proposals are acceptable to the Government of Spain, this note and Your Excellency's note of acceptance on behalf of the Government of Spain shall constitute an agreement between our Governments.

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

I have the honor to confirm on behalf of the Government of Spain that this bilateral agreement is acceptable and that your Excellency's note and this note in reply shall constitute an agreement between our Governments.

For the Ambassador  
  
[1]  
Conde de San Román

His Excellency  
DEAN RUSK  
Secretary of State  
of the United States of America.

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The Assistant Secretary of State to the Spanish Counselor for Economic Affairs

OCTOBER 30, 1964

SIR:

I refer to the Agreement of October 30, 1964 between the Governments of the United States and Spain relating to trade in cotton textiles between Spain and the United States.

It is the understanding of my Government that during the period from October 1, 1964 through December 31, 1964 the Government of Spain will limit exports in categories or groups of categories subject to specific ceilings or group ceilings in that Agreement to amounts equal to one-fourth of such ceilings. It is the further understanding of my Government that any exports during the period October 1—December 31 in excess of one-fourth of such levels will be charged against the appropriate ceilings established for 1965 by the Agreement.

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<sup>1</sup> Juan Luis Pan de Soraluce.

I should be grateful if you will confirm these understandings if they are acceptable to your Government.

Accept, Sir, the assurance of my high consideration.

G. GRIFFITH JOHNSON  
Assistant Secretary

Mr. JUAN LUIS PAN DE SORALUCE,  
*Conde de San Roman,*  
*Counselor for Economic Affairs,*  
*Embassy of Spain.*

*The Spanish Counselor for Economic Affairs to the Assistant Secretary  
of State*

SPANISH EMBASSY  
WASHINGTON

OCTOBER 30, 1964

SIR:

I have the honor to refer to your letter of October 30, 1964 which reads as follows:

"Sir:

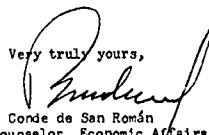
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It is the understanding of my Government that during the period from October 1, 1964 through December 31, 1964 the Government of Spain will limit exports in categories or groups of categories subject to specific ceilings or group ceilings in that Agreement to amounts equal to one-fourth of such ceilings. It is the further understanding of my Government that any exports during the period October 1-December 31 in excess of one-fourth of such levels will be charged against the appropriate ceilings established for 1965 by the Agreement.

I should be grateful if you will confirm these understandings if they are acceptable to your Government.

Accept, Sir, the assurance of my high consideration."

I wish to assure you, on behalf of my Government, that your proposal is acceptable to the Government of Spain.

Very truly yours,  
  
Conde de San Román  
Counselor, Economic Affairs

The Honorable G. GRIFFITH JOHNSON,  
Assistant Secretary of State for  
Economic Affairs,  
Department of State

*The Assistant Secretary of State to the Spanish Counselor for Economic Affairs*

OCTOBER 30, 1964

SIR:

I refer to the Agreement concerning trade in cotton textiles between Spain and the United States signed on October 30, 1964.

During the discussions preceding this Agreement, the representatives of the Spanish Government expressed their desire to export to the United States goods in the yarn categories in excess of the levels specified for such exports in the Agreement. While the representatives of the Government of the United States were unable to accede to an increase in the level specified for yarn in the agreement, because of the current state of the United States market for yarn, they were able to agree to a one-time provision for the shipment of amounts of yarn in excess of the agreement levels.

Accordingly, exports from Spain during the period October 1, 1964–March 31, 1965 in the yarn categories shall be allowed for entry into the United States up to 380,000 pounds in excess of the levels established for yarn by the Agreement and by our exchange of letters of October 30, 1964, relating to trade during the period October 1–December 31, 1964, without charging them against such levels.

Moreover, the Government of the United States is willing to consult in future years with regard to the possibility of extending this special treatment for exports of yarn, taking into consideration the circumstances then prevailing in the yarn market of the United States and the export opportunities of the Spanish manufacturers.

Accept, Sir, the assurance of my high consideration.

G. GRIFFITH JOHNSON  
*Assistant Secretary*

Mr. JUAN LUIS PAN DE SORALUCE,  
*Conde de San Roman,*  
*Counselor for Economic Affairs,*  
*Embassy of Spain.*

*The Spanish Counselor for Economic Affairs to the Assistant Secretary  
of State*

SPANISH EMBASSY  
WASHINGTON

OCTOBER 30, 1964

SIR:

I have the honor to refer to your letter of October 30, 1964, which reads as follows:

"SIR:

I refer to the Agreement concerning trade in cotton textiles between Spain and the United States signed on October 30, 1964.

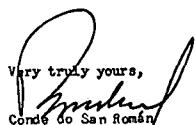
During the discussions preceding this Agreement, the representatives of the Spanish Government expressed their desire to export to the United States goods in the yarn categories in excess of the levels specified for such exports in the Agreement. While the representatives of the Government of the United States were unable to accede to an increase in the level specified for yarn in the agreement, because of the current state of the United States market for yarn, they were able to agree to a one-time provision for the shipment of amounts of yarn in excess of the agreement levels.

Accordingly, exports from Spain during the period October 1, 1964–March 31, 1965 in the yarn categories shall be allowed for entry into the United States up to 380,000 pounds in excess of the levels established for yarn by the Agreement and by our exchange of letters of October 30, 1964, relating to trade during the period October 1–December 31, 1964, without charging them against such levels.

Moreover, the Government of the United States is willing to consult in future years with regard to the possibility of extending this special treatment for exports of yarn, taking into consideration the circumstances then prevailing in the yarn market of the United States and the export opportunities of the Spanish manufacturers.

Accept, Sir, the assurance of my high consideration."

I wish to assure you, on behalf of my Government, that your proposal is acceptable to the Government of Spain.

Very truly yours,  
  
Conde de San Román  
Counselor, Economic Affairs

The Honorable G. GRIFFITH JOHNSON,  
*Assistant Secretary of State for  
Economic Affairs,  
Department of State*

# JAMAICA

## Weather Stations: Continuation of Cooperative Meteorological Program

*Agreement effected by exchange of notes  
Signed at Kingston November 3, 1964;  
Entered into force November 3, 1964;  
Operative July 1, 1963.*

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*The American Chargé d'Affaires ad interim to the Jamaican Prime Minister and Minister of External Affairs*

No. 43

KINGSTON, November 3, 1964

**EXCELLENCY:**

I have the honor to refer to the cooperative program between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for the establishment and operation of Hurricane Research Stations on Grand Cayman and Jamaica. The program was established under the terms of an agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland effected by an exchange of notes December 30, 1958.<sup>[1]</sup> That agreement entered into force on December 30, 1958, was amended by an agreement effected by an exchange of notes on February 15, 1960,<sup>[2]</sup> and remained in force until June 30, 1962.

I now have the honor to propose, in view of the mutual benefits which it is anticipated would result, that the cooperative Meteorological Program in Jamaica be continued.

The purpose of this program is to provide essential meteorological information for general forecasting, international aviation, and research into the origin, structure, and movement of hurricanes. The ultimate object is to achieve greater accuracy and timeliness in forecasts of hurricanes and in warnings of accompanying destructive winds, tides, and floods for the entire Caribbean area.

The Government of Jamaica notified the Government of the United States of America on September 23, 1964 that since the advent of

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<sup>1</sup> TIAS 4155; 9 UST 1540.

<sup>2</sup> TIAS 4419; 11 UST 129.

Jamaican independence on August 6, 1962 until the date of the present agreement, operations in Jamaica have been carried out in accordance with the terms of the agreement which expired in 1962.

This program will operate in accordance with the following principles:

1. Cooperating Agencies. The cooperating agencies shall be (1) for the Government of Jamaica, the Caribbean Meteorological Service, hereinafter referred to as the Jamaican Cooperating Agency, and (2) for the Government of the United States of America, the Department of Commerce Weather Bureau, hereinafter referred to as the United States Cooperating Agency.

2. General Purposes. The general purposes of the present agreement shall be as follows:

- (a) To provide for the operation of such meteorological establishments as may be mutually agreed upon by the Cooperating Agencies, including a rawinsonde station at Palisadoes Airport, Jamaica, in order to secure reports of regularly scheduled and special rawinsonde observations, and
- (b) To provide for the daily exchange of reports of rawinsonde observations between the Cooperating Agencies for the use of the respective countries, in addition to other exchanges previously established.

3. Title to Property. Title to all equipment furnished by the United States Cooperating Agency or purchased with funds supplied by the United States Cooperating Agency shall remain vested in that Agency; and title to all equipment furnished by the Jamaican Cooperating Agency or purchased with funds supplied by the Jamaican Cooperating Agency shall remain vested in that Agency.

4. Expenditures. All expenditures incurred by the United States Cooperating Agency shall be paid by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Jamaican Cooperating Agency shall be paid by the Government of Jamaica.

5. Customs Duties and Other Taxes on Goods.

- (a) All equipment, including automobiles, and supplies imported into Jamaica by the United States Cooperating Agency for use in the cooperative project shall be admitted duty free; and
- (b) No import duties or other tax shall be charged on the personal belongings and household effects, including one privately-owned automobile per employee, of the civilian employees of the United States of America who are United States of America citizens employed in connection with the station and are pres-

ent in the territory by reason of such employment, provided that such belongings or effects accompany the owner or are imported within a period of six months either immediately following his arrival or beginning not more than 60 days prior to his arrival. Provided that if any article to which this sub-clause relates, is sold or otherwise disposed of within three years of its importation or landing in Jamaica to a person who is not entitled to customs franchise privileges, the person who sells or otherwise disposes of such article may be called upon to pay duty thereon at the rate required according to the law regulating the payment of customs duty.

6. Taxation.

- (a) No national of the United States of America serving or employed in Jamaica in connection with the maintenance or operation of meteorological establishments provided for herein and residing in Jamaica by reason only of such employment, or his wife or minor children, shall be liable to pay (1) income tax in Jamaica except with respect to income derived from Jamaican sources, or (2) any tax on ownership or use of property situated outside Jamaica; and
- (b) No person who is a member of the Department of Commerce Weather Bureau and who only visits the island for short periods shall be liable to pay in Jamaica any poll tax or similar tax on his person.
- (c) No person ordinarily resident in the United States of America shall be liable to pay in Jamaica any tax in the nature of a license in respect of any service or work for the Government of the United States of America or under any contract made with the Government of the United States of America in connection with the establishment, maintenance or operation of the stations.

7. Conduct of Work. The observation work provided for by the present agreement shall be conducted by the Jamaican Cooperating Agency in close collaboration with the United States Cooperating Agency. Employees furnished by the United States Cooperating Agency shall be considered as being in the sole employment of the United States Cooperating Agency. The Jamaican Cooperating Agency and its officers and agents shall be held harmless from any liability whatsoever resulting from the use of the station equipment, including vehicles, by the United States agents or employees. Employees of the Jamaican Cooperating Agency shall be considered as being in the sole employment of the Jamaican Cooperating Agency. The United States Cooperating Agency and its officers and agents shall be held harmless from any liability whatsoever resulting from the use of the station equipment, including vehicles, by the agents or employees of the Jamaican Cooperating Agency.

8. Protection of Meteorological Radio Frequencies. The Government of Jamaica agrees to protect the radio operating frequencies 401-406 mc and 1660-1700 mc to insure their use free of interference for rawinsonde observations in accordance with International Telecommunications Union Regulations agreed to in Geneva in 1959.<sup>[1]</sup>

9. Memorandum of Arrangement. The technical details of the project shall be arranged by the Cooperating Agencies and a Memorandum of Arrangement shall be agreed between them.

10. Availability of Funds. Participation on the part of either Government in the proposed project shall be subject to the availability of funds appropriated by the legislative bodies of the Government of the United States of America and of the Government of Jamaica.

If the foregoing proposal is acceptable to the Government of Jamaica, I have the honor to propose that the present note and Your Excellency's reply in concurrence shall constitute an agreement between our two Governments which shall enter into force on the date of your reply and operate retroactively to July 1, 1963. The agreement shall remain in force until sixty days following the date of a note from either Government to the other Government expressing a desire to terminate it.

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

BORIS H. KLOSSON  
*Charge d'Affaires ad interim*  
*of the United States of America*

His Excellency  
The Right Honorable  
Sir ALEXANDER BUSTAMANTE,  
*Prime Minister and*  
*Minister of External Affairs,*  
*Kingston.*

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*The Jamaican Prime Minister and Minister of External Affairs to  
the American Chargé d'Affaires ad interim*

JAMAICAN FOREIGN SERVICE

KINGSTON  
November 3, 1964.

169/02  
SIR,

I have the honour to acknowledge the receipt of your Note No. 43 of November 3, 1964 which reads as follows:

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<sup>1</sup> TIAS 4893; 12 UST 2377.

No. 43

"Kingston  
November 3, 1964.

**EXCELLENCY,**

I have the honor to refer to the cooperative program between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for the establishment and operation of Hurricane Research Stations on Grand Cayman and Jamaica. The program was established under the terms of an agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland effected by an exchange of notes December 30, 1958. That agreement entered into force on December 30, 1958, was amended by an agreement effected by an exchange of notes on February 15, 1960, and remained in force until June 30, 1962.

I now have the honor to propose, in view of the mutual benefits which it is anticipated would result, that the cooperative Meteorological Program in Jamaica be continued.

The purpose of this program is to provide essential meteorological information for general forecasting, international aviation and research into the origin, structure and movement of hurricanes. The ultimate object is to achieve greater accuracy and timeliness in forecasts of hurricanes and in warnings of accompanying destructive winds, tides and floods for the entire Caribbean area.

The Government of Jamaica notified the Government of the United States of America on September 23, 1964 that since the advent of Jamaican independence on August 6, 1962 until the date of the present agreement, operations in Jamaica have been carried out in accordance with the terms of the agreement which expired in 1962.

This program will operate in accordance with the following principles:

1. Cooperating Agencies. The cooperating agencies shall be (1) for the Government of Jamaica, the Caribbean Meteorological Service, hereinafter referred to as the Jamaican Cooperating Agency, and (2) for the Government of the United States of America, the Department of Commerce Weather Bureau, hereinafter referred to as the United States Cooperating Agency.

2. General Purposes. The general purposes of the present agreement shall be as follows:

- (a) To provide for the operation of such meteorological establishments as may be mutually agreed upon by the Cooperating Agencies, including a rawinsonde station at Palisadoes Airport, Jamaica, in order to secure reports of regularly scheduled and special rawinsonde observations, and
- (b) To provide for the daily exchange of reports of rawinsonde observations between the Cooperating Agencies for the use

of the respective countries, in addition to other exchanges previously established.

3. Title to Property. Title to all equipment furnished by the United States Cooperating Agency or purchased with funds supplied by the United States Cooperating Agency shall remain vested in that Agency; and title to all equipment furnished by the Jamaican Co-operating Agency or purchased with funds supplied by the Jamaican Cooperating Agency shall remain vested in that Agency.

4. Expenditures. All expenditures incurred by the United States Cooperating Agency shall be paid by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Jamaican Cooperating Agency shall be paid by the Government of Jamaica.

5. Customs Duties and Other Taxes on Goods.

(a) All equipment, including automobiles, and supplies imported into Jamaica by the United States Cooperating Agency for use in the cooperative project shall be admitted duty free; and

(b) No import duties or other tax shall be charged on the personal belongings and household effects, including one privately-owned automobile per employee, of the civilian employees of the United States of America who are United States of America citizens employed in connection with the station and are present in the territory by reason of such employment, provided that such belongings or effects accompany the owner or are imported within a period of six months either immediately following his arrival or beginning not more than 60 days prior to his arrival. Provided that if any article to which this sub-clause relates, is sold or otherwise disposed of within three years of its importation or landing in Jamaica to a person who is not entitled to customs franchise privileges, the person who sells or otherwise disposes of such article may be called upon to pay duty thereon at the rate required according to the law regulating the payment of customs duty.

6. Taxation.

(a) No national of the United States of America serving or employed in Jamaica in connection with the maintenance or operation of meteorological establishments provided for herein and residing in Jamaica by reason only of such employment, or his wife or minor children, shall be liable to pay (1) income tax in Jamaica except with respect to income derived from Jamaican sources, or (2) any tax on ownership or use of property situated outside Jamaica; and

- (b) No person who is a member of the Department of Commerce Weather Bureau and who only visits the island for short periods shall be liable to pay in Jamaica any poll tax or similar tax on his person.
- (c) No person ordinarily resident in the United States of America shall be liable to pay in Jamaica any tax in the nature of a license in respect of any service or work for the Government of the United States of America or under any contract made with the Government of the United States of America in connection with the establishment, maintenance or operation of the stations.

7. Conduct of Work. The observation work provided for by the present agreement shall be conducted by the Jamaican Cooperating Agency in close collaboration with the United States Cooperating Agency. Employees furnished by the United States Cooperating Agency shall be considered as being in the sole employment of the United States Cooperating Agency. The Jamaican Cooperating Agency and its officers and agents shall be held harmless from any liability whatsoever resulting from the use of the station equipment, including vehicles, by the United States agents or employees. Employees of the Jamaican Cooperating Agency shall be considered as being in the sole employment of the Jamaican Cooperating Agency. The United States Cooperating Agency and its officers and agents shall be held harmless from any liability whatsoever resulting from the use of the station equipment, including vehicles, by the agents or employees of the Jamaican Cooperating Agency.

8. Protection of Meteorological Radio Frequencies. The Government of Jamaica agrees to protect the radio operating frequencies 401–406 mc and 1660–1700 mc to insure their use free of interference for rawinsonde observations in accordance with International Telecommunications Union Regulations agreed to in Geneva in 1959.

9. Memorandum of Arrangement. The technical details of the project shall be arranged by the Cooperating Agencies and a Memorandum of Arrangement shall be agreed between them.

10. Availability of Funds. Participation on the part of either Government in the proposed project shall be subject to the availability of funds appropriated by the legislative bodies of the Government of the United States of America and of the Government of Jamaica.

If the foregoing proposal is acceptable to the Government of Jamaica, I have the honor to propose that the present note and Your Excellency's reply in concurrence shall constitute an agreement between our two Governments which shall enter into force on the date of your reply and operate retroactively to July 1, 1963. The agreement shall remain in force until sixty days following the date of a

note from either Government to the other Government expressing a desire to terminate it.

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

/s/ Boris H. Klossen,  
Charge d'Affaires, ad interim,  
of the United States of America,  
Kingston."

I have the honour to inform you that my Government also agrees to the contents of the foregoing Note, and agrees that your Note and this note in reply shall constitute an agreement between our two Governments, to enter into force on the date of this reply.

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

[SEAL]            ALEXANDER BUSTAMANTE  
                        Prime Minister  
                        and Minister of External Affairs.

Mr. BORIS KLOSSON,  
*Charge d'Affaires, a.i.,*  
*Embassy of the United States of America,*  
*Kingston.*

# INDIA

## Air Transport Services

*Agreement amending and implementing the agreement of February 3, 1956, and replacing the related exchange of notes.*

*Effectuated by exchange of notes*

*Signed at New Delhi October 26, 1964;*

*Entered into force October 26, 1964.*

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*The American Ambassador to the Secretary, Indian Ministry of Civil Aviation*

No. 245

NEW DELHI, October 26, 1964.

DEAR MR. SECRETARY:

I have the honor to refer to the announcement by Air India relating to the operation by Air India of daily flights throughout the year between London and New York. It is my understanding that, with the scheduling of daily service, Air India believes that it will be able to develop and further increase the primary justification traffic between our two countries, traffic which both countries agree is the firm base on which the Air Transport Services Agreement between the United States and India signed on February 3, 1956 [<sup>1</sup>] stands.

The Government of the United States of America, being opposed in principle to predetermination, does not object to the proposed Air India operations for the winter of 1964/65. As the Government of India is aware, the Air Transport Services Agreement does not require schedule filings by either Government on behalf of its designated airlines and does not give either country the right to disapprove the proposed schedules of these airlines. The designated airlines of each country are free to provide the level of services they believe is commercially justified within the framework of the Bermuda capacity principles. However, while neither country will impose predetermined frequencies upon the airlines of the other country, both the United States and India have the right under the capacity articles and Article 12 of the Air Transport Services Agreement to request the bilateral examination at an appropriate time and on an *ex post facto* basis of the capacity offered by the airline or airlines of the other country, if it appears that the capacity offered is not consistent

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<sup>1</sup> TIAS 3504; 7 UST 275.

with the capacity principles set forth in Articles 6, 7 and 8 of the said Agreement.

In order to describe more fully the principles embodied in these articles, and pursuant to Article 9, the United States wishes to set forth certain procedures and clarifications of the Agreement's capacity principles in which, it understands, the Government of India concurs:

1. With respect to the application of Article 8 of the Air Transport Services Agreement, the capacity provided by each airline shall be that which is designed primarily to accommodate traffic having its true origin or destination (as defined in Paragraph 3 below) in the country of which the airline is a national, that is, primary justification traffic, or that which each airline concerned can reasonably establish as its anticipated needs for the carriage of such traffic. The classification of traffic as primary justification traffic or secondary traffic on the basis of true origin and destination will not be affected by stop-overs enroute or in the territory of either party to the Air Transport Services Agreement. Thus, primary justification traffic for a United States airline would be the volume of traffic originating in or destined for the United States which transits, stops over, or terminates in India, and for an Indian airline the volume of traffic originating in or destined for India which transits, stops over, or terminates in the United States.

2. In the application of Article 8 of the Air Transport Services Agreement, consideration should be given to the following factors, among others:

a. The size of the United States-India air traffic market, its rate of growth, and the needs of the public for direct, as well as connecting, services;

b. The total traffic between India and the United States carried by airlines foreign to both countries and by other means;

c. Factors affecting the requirements of through airlines operations, including the effect which the growth of traffic to other points along the routes specified in the Air Transport Services Agreement may have on the capacity offered in the United States-India market, it being understood that capacity provided for such traffic will not be used for the carriage of an unreasonable amount of secondary traffic; and

d. The geographical position of the United States and India.

3. For the purpose of Article 8 of the Air Transport Services Agreement, it will be necessary, commencing on September 1, 1964, to have available accurate statistical data on the movement of traffic as follows:

a. The Government of the United States will transmit to the Government of India statistical reports for passengers and freight traffic embarked or disembarked in India by United States airlines

during the first seven days of the months of January, March, May, July, September and November, or on some other mutually agreed sampling basis. These reports will provide the true (that is, initial) origin and ultimate destination as shown on the pertinent ticket or way bill, or on combinations of tickets or of way bills, and the Indian point of embarkation and disembarkation of this traffic by these airlines. The traffic reported will be broken down so as to show (i) primary justification traffic and (ii), secondary traffic. Secondary traffic will be further broken down to show that which moves between India and a third country and that which moves between two third countries. There will also be reported all transit traffic on United States airlines carried on flights making traffic stops in India.

b. The Government of India will transmit to the Government of the United States for the Indian airline statistical reports giving the same information with respect to its traffic moving to, from, or across United States territory, although these data may be based on the entire months of January, March, May, July, September and November instead of the first seven days of these months.

In addition, it is the understanding of the Government of the United States that, in modification of Paragraph 3(c) of the Schedule to the Air Transport Services Agreement, the Government of India agrees that United States airlines may operate to or through any of the three points in India specified in Paragraph 2 of that Schedule, that is, Bombay, Delhi, and Calcutta, as long as no more than one such point is served on any one flight.

I propose that, if the preceding understandings are acceptable to the Government of India, this note and your reply concurring therein shall constitute an agreement between our two Governments amending and implementing the Air Transport Services Agreement signed on February 3, 1956, and replacing the notes relating thereto exchanged on that same date.

This agreement shall enter into force on the date of your reply and shall remain in force as long as the Air Transport Services Agreement remains in force.

Accept, Sir, the renewed assurances of my high consideration.

CHESTER BOWLES

SHRI V. SHANKAR,  
*Secretary,*  
*Ministry of Civil Aviation,*  
*Government of India,*  
*New Delhi.*

*The Secretary, Indian Ministry of Civil Aviation to the American Ambassador*

MINISTRY OF CIVIL AVIATION  
NEW DELHI

*October 26, 1964.*

EXCELLENCY,

I have the honour to acknowledge the receipt of your letter dated 26th October, 1964, with regard to the procedures agreed between the Contracting Parties in pursuance of the Air Transport Services Agreement signed on 3rd February, 1956, which reads as follows:-

"I have the honor to refer to the announcement by Air India relating to the operation by Air India of daily flights throughout the year between London and New York. It is my understanding that, with the scheduling of daily service, Air India believes that it will be able to develop and further increase the primary justification traffic between our two countries, traffic which both countries agree is the firm base on which the Air Transport Services Agreement between the United States and India signed on February 3, 1956 stands.

The Government of the United States of America, being opposed in principle to predetermination, does not object to the proposed Air India operations for the winter of 1964/65. As the Government of India is aware, the Air Transport Services Agreement does not require schedule filings by either Government on behalf of its designated airlines and does not give either country the right to disapprove the proposed schedules of these airlines. The designated airlines of each country are free to provide the level of services they believe is commercially justified within the framework of the Bermuda capacity principles. However, while neither country will impose predetermined frequencies upon the airlines of the other country, both the United States and India have the right under the capacity articles and Article 12 of the Air Transport Services Agreement to request the bilateral examination at an appropriate time and on an *ex post facto* basis of the capacity offered by the airline or airlines of the other country, if it appears that the capacity offered is not consistent with the capacity principles set forth in Articles 6, 7, and 8 of the said Agreement.

In order to describe more fully the principles embodied in these articles, and pursuant to Article 9, the United States wishes to set forth certain procedures and clarifications of the Agreement's capacity principles in which, it understands, the Government of India concurs:

1. With respect to the application of Article 8 of the Air Transport Services Agreement, the capacity provided by each airline shall be that which is designed primarily to accommodate traffic having

its true origin or destination (as defined in Paragraph 3 below) in the country of which the airline is a national, that is, primary justification traffic, or that which each airline concerned can reasonably establish as its anticipated needs for the carriage of such traffic. The classification of traffic as primary justification traffic or secondary traffic on the basis of true origin and destination will not be affected by stopovers en route or in the territory of either party to the Air Transport Services Agreement. Thus, primary justification traffic for a United States airlines would be the volume of traffic originating in or destined for the United States which transits, stops over, or terminates in India, and for an Indian airline the volume of traffic originating in or destined for India which transits, stops over, or terminates in the United States.

2. In the application of Article 8 of the Air Transport Services Agreement, consideration should be given to the following factors, among others:

- a. The size of the United States-India air traffic market, its rate of growth, and the needs of the public for direct, as well as connecting, services;
- b. The total traffic between India and the United States carried by airlines foreign to both countries and by other means;
- c. Factors affecting the requirements of through airlines operations, including the effect which the growth of traffic to other points along the routes specified in the Air Transport Services Agreement may have on the capacity offered in the United States-India market, it being understood that capacity provided for such traffic will not be used for the carriage of an unreasonable amount of secondary traffic; and
- d. The geographical position of the United States and India.

3. For the purpose of Article 8 of the Air Transport Services Agreement, it will be necessary, commencing on September 1, 1964, to have available accurate statistical data on the movement of traffic as follows:

- a. The Government of the United States will transmit to the Government of India statistical reports for passengers and freight traffic embarked or disembarked in India by United States airlines during the first seven days of the months of January, March, May, July, September, and November, or on some other mutually agreed sampling basis. These reports will provide the true (that is, initial) origin and ultimate destination as shown on the pertinent ticket or way bill, or on combinations of tickets or of way bills, and the Indian point of embarkation and disembarkation of this traffic by these airlines. The traffic reported will be broken down so as to show (i) primary justification traffic and (ii) secondary traffic. Secondary traffic will be further broken down to show that which moves between India and a third country and that which moves between two

third countries. There will also be reported all transit traffic on United States airlines carried on flights making traffic stops in India.

b. The Government of India will transmit to the Government of the United States for the Indian airline statistical reports giving the same information with respect to its traffic moving to, from, or across United States territory, although these data may be based on the entire months of January, March, May, July, September, and November instead of the first seven days of these months.

In addition, it is the understanding of the Government of the United States that, in modification of Paragraph 3(C) of the Schedule to the Air Transport Services Agreement, the Government of India agrees that United States airlines may operate to or through any of the three points in India specified in Paragraph 2 of that Schedule, that is, Bombay, Delhi, and Calcutta, as long as no more than one such point is served on any one flight.

I propose that, if the preceding understandings are acceptable to the Government of India, this note and your reply concurring therein shall constitute an agreement between our two Governments amending and implementing the Air Transport Services Agreement signed on February 3, 1956, and replacing the notes relating thereto exchanged on that same date. This agreement shall enter into force on the date of your reply and shall remain in force as long as the Air Transport Services Agreement remains in force.

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

I have the honour to confirm that the Government of India accepts the above understandings.

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

V. SHANKAR

( V. Shankar )

*Secretary to the Government of India.*

His Excellency

Mr. CHESTER BOWLES,

*Ambassador of the*

*United States of America,*

*New Delhi.*

# CHILE

## Military Missions to Chile

*Agreement uniting and replacing the Air Force and Naval Missions  
Agreements of February 15, 1951, as extended and amended,  
and the Army Mission Agreement of November 15, 1956.*

*Effectuated by exchange of notes*

*Dated at Santiago October 27, 1964;*

*Entered into force October 27, 1964.*

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*The Chilean Minister of Foreign Relations to the American Charge  
d'Affaires ad interim*

REPÚBLICA DE CHILE  
MINISTERIO DE RELACIONES EXTERIORES

DPE-das  
Nº 15689

SANTIAGO, 27 oct 1964

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el agrado de referirme a las conversaciones que se han venido sosteniendo entre nuestros dos Gobiernos, relativas a la situación de las Misiones Militar, Naval y Aérea de los Estados Unidos de América en Chile.

Al respecto, me complazco en confirmar el siguiente acuerdo a que se llegó como resultado de tales conversaciones:

“El Gobierno de la República de Chile y el Gobierno de los Estados Unidos de América han convenido en mantener Misiones de Ejército, Armada y Fuerza Aérea de los Estados Unidos de América en la República de Chile, en cumplimiento del Convenio de Ayuda Militar suscrito en Santiago el 9 de abril de 1952, con la aprobación legislativa de fecha 6 de julio de 1952, promulgado por Decreto Supremo Nº 328 del Gobierno de Chile de esa misma fecha, publicado en el Diario Oficial de 21 de julio de ese año, y en conformidad con lo previsto en sus artículos I, IV y V.

Las condiciones del presente acuerdo son las siguientes:

### TITULO I

#### PROPOSITO Y DURACION

ARTICULO I.— El propósito de las Misiones del Ejército, Armada y de la Fuerza Aérea de los Estados Unidos de América (en adelante

denominadas "Misiones de los Servicios") en la República de Chile será cooperar con las instituciones chilenas respectivas y servir como organismos asesores de sus Comandos en Jefe, con el objeto de acrecentar la eficiencia técnica y táctica de estas Instituciones y de asegurar así su mayor cooperación a la defensa del Hemisferio.

ARTICULO II.- Este acuerdo será de duración indefinida y puede ponerse término en la forma prescrita en el Artículo III.

ARTICULO III.- (a) Este acuerdo podrá darse por terminado de las siguientes maneras:

(1) Por cualquiera de los Gobiernos contratantes, mediante una comunicación escrita dirigida al otro Gobierno con tres meses de anticipación; o

(2) Por retiro de la totalidad del personal de las tres Misiones por el Gobierno de los Estados Unidos de América o a petición del Gobierno de Chile, en razón del interés público de cualquiera de los Gobiernos signatarios; o

(3) Por iniciativa de cualquiera de los Gobiernos en caso de que uno de los países se vea envuelto en conflicto armado interno o guerra exterior.

En los casos señalados en los números (2) y (3) no será necesario el aviso de tres meses.

(b) La terminación de los servicios de una o dos de las Misiones a petición de alguno de los Gobiernos Contratantes en bien del interés público, sin llenar de otra manera los requisitos del párrafo (a) de este Artículo, no será considerada como terminación de este acuerdo.

(c) El presente acuerdo refunde y sustituye los acuerdos sobre Misiones del Ejército, de la Armada y de la Fuerza Aérea celebrados entre el Gobierno de la República de Chile y el Gobierno de los Estados Unidos de América, acuerdos que dejan de tener fuerza o efecto.

## TÍTULO II

### COMPOSICIÓN Y PERSONAL

ARTICULO IV.- (a) Las Misiones estarán integradas por un Jefe de la Misión del respectivo Servicio o Institución, que tendrá por lo menos el rango de Coronel para las Misiones del Ejército y de la Fuerza Aérea y de Capitán de Navío para la Misión de la Armada, y el personal adicional en que se convenga en forma mutua por el Ministerio de Defensa Nacional de la República de Chile (en adelante denominado el "Ministerio de Defensa") y los Departamentos del Ejército, Marina o Aviación de los Estados Unidos de América (en adelante denominados "Departamentos de los Servicios").

(b) Las tres Misiones de los Servicios, en conjunto, serán consideradas como el Grupo Militar de los Estados Unidos de América en Chile. El Jefe del Grupo Militar se encargará de la coor-

dinación de la labor de las Misiones. Su nombramiento se efectuará según acuerdo entre las partes.

(c) Además del personal de las Misiones mencionado en el párrafo (a), se podrá asignar personal de las Fuerzas Armadas de los Estados Unidos de América en forma provisional, a petición del Gobierno de la República de Chile, por períodos determinados de común acuerdo entre el Ministerio de Defensa y los respectivos Departamentos de los Servicios de los Estados Unidos de América. En principio, dicho personal provisional no recibirá el mismo trato que el acordado a los miembros regulares de las Misiones, excepto cuando ambas partes convengan en algo diferente de manera específica.

ARTICULO V.— El número de miembros de una Misión podrá ser cambiado por acuerdo mutuo entre el Ministerio de Defensa y el respectivo Departamento del Servicio, si así conviniera a los propósitos de este acuerdo.

ARTICULO VI.— (a) La permanencia normal de los miembros de las Misiones será de tres años; sin embargo, cualquier miembro podrá ser retirado por el Ministerio de Defensa o por el Departamento del Servicio correspondiente después de servir un mínimo de dos años, en cuyo caso se proporcionará un reemplazante de igual rango y calificaciones equivalentes, a menos de haber acuerdo mutuo entre el Ministerio de Defensa y la respectiva Misión de que no es necesario tal reemplazante.

(b) Si por cualquiera razón se considera conveniente retirar alguno de los miembros de las Misiones de los Servicios antes del plazo señalado en el párrafo precedente, se podrá efectuar con el mutuo consentimiento de los dos países, pudiendo iniciar la solicitud de retiro cualquiera de ellos.

ARTICULO VII.— Para los efectos de este acuerdo el término "familia" significa sólo la cónyuge e hijos no emancipados. La frase "lugar de registro" indica la dirección oficial consignada en los archivos oficiales de los respectivos Departamentos de los Servicios, de los miembros de las Misiones.

### TITULO III

#### DEBERES, RANGO Y PRECEDENCIA

ARTICULO VIII.— El personal de las Misiones tendrá las obligaciones que se determinen entre el Comandante en Jefe respectivo y el Jefe de la Misión correspondiente, para el logro de los propósitos enunciados en el Artículo I de este Convenio, excepto que no tendrán funciones de mando.

ARTICULO IX.— (a) En el desempeño de sus funciones, los miembros de las Misiones serán responsables ante el Ministerio de Defensa solamente por conducto del Jefe de la respectiva Misión.

(b) Sin perjuicio de lo anterior, a los miembros de las Misiones les será permitido y podrán ser autorizados para repre-

sentar a los Estados Unidos de América en cualquier Comisión, Grupo Asesor de Ayuda Militar, o en cualquiera otra función que se relacione con la ayuda militar o defensa del Hemisferio.

ARTICULO X.- (a) En el desempeño de sus funciones, los miembros de las Misiones servirán en el grado y rango que les corresponde en la respectiva Institución en los Estados Unidos de América y usarán el uniforme e insignias correspondientes.

(b) Los miembros de las Misiones recibirán de parte de los miembros del Ejército, Armada y Fuerza Aérea de Chile el tratamiento que corresponde a oficiales, suboficiales y subalternos chilenos de grado equivalente y su precedencia protocolar será determinada por sus respectivos grados y antiguedad.

ARTICULO XI.- El personal de las Misiones estará sometido a la reglamentación disciplinaria vigente en sus respectivas Instituciones de los Estados Unidos de América. Sin embargo, mientras se encuentre prestando servicios en unidades, recintos o reparticiones bajo la jurisdicción de las Fuerzas Armadas chilenas, deberán cumplir lo dispuesto en las Ordenanzas y Reglamentos de dichas Instituciones chilenas. Las autoridades militares de los Estados Unidos de América tomarán las medidas disciplinarias adecuadas para castigar cualquier falta cometida por su personal.

#### TÍTULO IV

##### GARANTIAS

ARTICULO XIII.- El Gobierno de la República de Chile entregará al Gobierno de los Estados Unidos de América, en conformidad al Artículo IV del Convenio de Ayuda Militar y con sujeción a la necesaria provisión en la Ley de Presupuesto, las sumas que se acuerden, en moneda nacional de Chile - conforme a la cotización determinada por el Banco Central de Chile para el dólar tipo libre bancario - para la administración y funcionamiento de las Misiones. Estas entregas se harán en las fechas que se convengan.

ARTICULO XIII.- Los miembros de las Misiones gozarán de todos los derechos y privilegios conferidos por los reglamentos de las Fuerzas Armadas a los Oficiales y personal subordinado chilenos de grado y rango equivalente.

ARTICULO XIV.- (a) El Gobierno de la República de Chile reembolsará al Gobierno de los Estados Unidos de América en conformidad al Artículo IV del Convenio de Ayuda Militar y con sujeción a la necesaria provisión en la Ley de Presupuesto, el costo de los pasajes de primera clase en barco o de clase de turismo en avión, vía la ruta más corta generalmente utilizada, para los viajes que se requieran y efectúen conforme a este convenio por cada miembro de las Misiones y su familia, entre el puerto de embarque de los Estados Unidos de América y el lugar de su residencia oficial en la República de Chile, tanto para el viaje de ida como para el de regreso. El

Gobierno de la República de Chile reembolsará asimismo al Gobierno de los Estados Unidos de América, en conformidad a la disposición antes citada, y con los fondos que para este efecto consulte la Ley de Presupuesto, todos los gastos ocasionados por el transporte del menaje de casa, equipaje y un (1) automóvil de cada miembro de las Misiones desde el puerto de embarque en los Estados Unidos de América al lugar de su residencia oficial en Chile, como también para los gastos incidentales al transporte del mencionado menaje de casa, equipaje y automóvil desde Chile al puerto de entrada en los Estados Unidos de América. Lo anterior incluirá el reembolso de todos los gastos necesarios que incidan en la descarga a la llegada de la nave a Chile, movilización entre la nave y la residencia en Chile y el embalaje y carga a bordo de la nave al partir de Chile.

El transporte de dicho menaje de casa, equipaje y automóvil se efectuará en un solo embarque y todos los embarques subsiguientes serán de cargo de los respectivos miembros de las Misiones, excepto cuando se disponga de manera diferente en el Convenio o cuando tales embarques se hagan necesarios por circunstancias ajenas a su voluntad. Conforme a este Acuerdo, no será necesario el reembolso —en la forma indicada precedentemente— de los gastos por el transporte de familias, menaje de casa y automóviles, en el caso de personal que se incorpore a una Misión en servicio temporal, sino que será determinado mediante negociaciones por el Departamento del respectivo Servicio de los Estados Unidos de América y el Comandante en Jefe Institucional respectivo en la oportunidad en que se convenga el servicio temporal de este personal.

(b) Queda entendido que los Servicios a que se hace referencia en el párrafo precedente podrán, alternativamente, ser proporcionados en todo o en parte mediante servicios equivalentes.

(c) Para el reembolso de los gastos de transporte o para el suministro de servicios equivalentes a que se hace referencia en este Artículo, se harán arreglos detallados mediante negociaciones entre representantes militares autorizados de ambos Gobiernos y conforme al artículo XII.

ARTICULO XV.— Si cualquier miembro de una Misión debe regresar antes de completar dos años de servicio en una Misión, los gastos de viaje indicados en el Artículo anterior para el miembro y su familia y para el transporte de su menaje de casa, equipaje y automóvil serán de cargo del Gobierno que solicitó su retiro.

ARTICULO XVI.— Los efectos personales y menaje de casa, equipaje, automóvil y otros artículos importados por los miembros de las Misiones para su uso personal y de sus familiares, como también los efectos que se importen para el uso oficial de las Misiones, estarán exentos, en conformidad a los Artículos IV y V del Convenio de Ayuda Militar, de derechos de aduana e impuestos de cualquier clase por parte del Gobierno de Chile y podrán entrar y salir libremente del país a solicitud del respectivo Jefe de la Misión.

**ARTICULO XVII.**— Cuando un miembro — por orden del respectivo Comandante en Jefe — se encuentre fuera de su residencia oficial en asuntos relacionados con sus funciones en la Misión, se le aplicarán las prescripciones de la reglamentación chilena pertinente.

**ARTICULO XVIII.**— Con sujeción a la necesaria provisión en la Ley de Presupuesto, el Gobierno de la República de Chile proporcionará a cada Jefe de Misión un automóvil adecuado, con conductor, para su uso en asuntos oficiales, y los Comandantes en Jefe de las Instituciones chilenas proporcionarán, a petición del Jefe de la Misión respectivo, el transporte requerido por los miembros de las Misiones para el desempeño de asuntos oficiales.

**ARTICULO XIX.**— El Gobierno de la República de Chile, con sujeción a la necesaria provisión en la Ley de Presupuesto, proporcionará oficinas y facilidades adecuadas para el uso de los miembros de cada Misión.

**ARTICULO XX.**— Si falleciese algún miembro de las Misiones o de sus familias mientras estuviese en Chile en servicio de las Misiones, el Gobierno de la República de Chile, con sujeción a la necesaria provisión en la Ley de Presupuesto, hará que los restos sean transportados hasta el lugar de los Estados Unidos de América que determinen los miembros sobrevivientes de la familia, o hasta el domicilio de registro en los Estados Unidos de América, si fallecieran el miembro de la Misión y su familia en un accidente común. El costo para la República de Chile no podrá exceder al costo de embarque y el transporte de los restos desde el lugar del deceso hasta la ciudad de Nueva York. Si el difunto hubiera sido un miembro de las Misiones se considerará que los servicios que prestaba en su respectiva Misión han terminado quince (15) días después del fallecimiento. A la familia del miembro fallecido se le proporcionará pasaje de regreso a los Estados Unidos de América por el Gobierno de Chile y, además, derecho a flete para su equipaje, efectos personales y un automóvil en la forma señalada en el Artículo XIV de este acuerdo.

## TITULO V

### REQUISITOS Y CONDICIONES

**ARTICULO XXI.**— Todo miembro de las Misiones inhabilitado para el desempeño de sus funciones en su Misión en razón de incapacidad física prolongada, será reemplazado en el término de tres meses.

**ARTICULO XXII.**— Si el Gobierno de Chile contratare los servicios de un tercer Gobierno para las funciones y propósitos que contempla el presente instrumento, terminará la vigencia del mismo una vez transcurridos tres meses desde la firma del respectivo contrato, a menos que se hubiere procedido de acuerdo con el Gobierno de los Estados Unidos de América.

**ARTICULO XXIII.**— Cada miembro de las Misiones convendrá en no divulgar ni revelar por cualquier medio a Gobierno extranjero alguno,

o a persona alguna, sino a las autoridades pertinentes de ambos Gobiernos, ningún secreto o asunto reservado o confidencial que pueda llegar a conocer en su calidad de miembro de alguna de las Misiones. Este requerimiento continuará siendo obligatorio después de la expiración o cancelación de este acuerdo.

ARTICULO XXIV.— (a) Cada miembro de las Misiones tendrá derecho anualmente a un mes de licencia o a una parte proporcional de dicha licencia por cualquiera fracción del año. Las porciones no usadas de dicha licencia se acumularán de año en año mientras presta servicios como miembro de la Misión hasta un máximo de dos meses.

(b) La licencia podrá ser disfrutada en la República de Chile o en cualquier otro país, pero los gastos de viaje y transporte serán de cargo del miembro de la Misión. El tiempo empleado en viajar, en uso de licencia, se computará como parte de ésta y no se añadirá al tiempo autorizado en este Artículo.

(c) El respectivo Comandante en Jefe Institucional chileno será la autoridad facultada para conceder las licencias a que se refiere este artículo y las otorgará previa solicitud escrita presentada por el Jefe de la Misión correspondiente, luego de considerar debidamente la conveniencia de los intereses nacionales.

ARTICULO XXV.— El Gobierno de la República de Chile otorgará a los miembros de las Misiones y sus familias, aquellas facilidades de atención médica y dental que la reglamentación vigente para el personal militar chileno acuerde a los de rango equivalente. El Gobierno de la República de Chile no tendrá responsabilidad alguna por concepto de indemnización en caso de incapacidad permanente de un miembro de alguna de las Misiones.

ARTICULO XXVI.— El miembro que sea reemplazado terminará sus servicios con la respectiva Misión solamente a la llegada de su reemplazante, excepto cuando haya acuerdo mutuo en otro sentido."

Si los términos anteriores fueren aceptables para el Gobierno de los Estados Unidos de América, la presente Nota y la respuesta favorable de Vuestra Señoría constituirán un acuerdo entre nuestros dos Gobiernos sobre la materia, que producirá sus efectos a contar de la fecha de la Nota afirmativa de Vuestra Señoría.

Aprovecho esta oportunidad para reiterar a Vuestra Señoría las seguridades de mi distinguida consideración.



Honorable Señor JOSEPH J. JOVA  
Encargado de Negocios de los Estados Unidos de América  
Santiago.—

*Translation*

REPUBLIC OF CHILE  
MINISTRY OF FOREIGN RELATIONS

DPE-daa

No. 15689

SANTIAGO, October 27, 1964

**MR. CHARGÉ D'AFFAIRES:**

I have the pleasure of referring to the conversations that have been in progress between our two Governments with reference to the situation of the Army, Naval, and Air Force Missions of the United States of America in Chile.

In this respect I take pleasure in confirming the following agreement which was reached as a result of those conversations:

[For the English language text of the agreement see *below*.]

If the foregoing terms are acceptable to the Government of the United States of America, this note and your reply concurring therein shall constitute an agreement between our two Governments on the matter, which shall become effective on the date of your affirmative note.

I avail myself of this opportunity to renew to you the assurances of my distinguished consideration.

J P I

The Honorable JOSEPH J. JOVA,  
*Chargé d'Affaires of the United States  
of America,  
Santiago*

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*The American Chargé d'Affaires ad interim to the Chilean Minister of Foreign Relations*

No. 283

SANTIAGO, October 27, 1964

**EXCELLENCY:**

I have the honor to refer to Your Excellency's Note No. 15689 of October 27, 1964, containing the proposed agreement with regard to the Air Force, Army and Naval Missions of the United States of America in Chile, whose text reads as follows:

The Government of the Republic of Chile and the Government of the United States of America have agreed to maintain Army, Navy and Air Force Missions of the United States of America in the Republic of Chile, in compliance with the Military Assistance Agreement signed at Santiago on April 9, 1952, [<sup>1</sup>] and with legislative approval on July 6, 1952, promulgated by Decree No. 328 of the Gov-

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<sup>1</sup> TIAS 2703; 3 UST 5123.

ernment of Chile of that same date and published in the Diario Oficial of July 21 of that year and in accordance with the provisions of articles I, IV, and V.

The terms of the agreement shall be the following:

### TITLE I

#### Purpose and Duration

Article 1. The purpose of the United States Army, Navy and Air Force Missions (hereinafter referred to as "Service Missions") in the Republic of Chile shall be to cooperate with the respective Chilean Services and serve as advisory bodies of their Commanders-in-Chief with the objectives of increasing the technical and tactical efficiency of those Services, assuring in that way their greater cooperation in the defense of the Hemisphere.

Article 2. The present agreement shall be of indefinite duration and may be terminated as provided in Article 3.

Article 3. (a) This Agreement may be terminated as follows:

(1) By either contracting Government, subject to three months advance written notice of the other Government; or

(2) Recall of the entire personnel of the three Service Missions by the Government of the United States of America or at the request of the Government of Chile, in the public interest of either signatory Government; or

(3) On the initiative of either Government in case either country becomes involved in armed internal conflict or foreign hostilities.

The cases cited in numbers (2) and (3) do not require a three month written notice.

(b) The termination of the services of one or two of the Service Missions at the request of either contracting Government in its public interest, not otherwise fulfilling the requirements of paragraph (a) of this Article, will not be regarded as terminating this Agreement.

(c) The present agreement unites and replaces the agreements on Army, Navy and Air Force Missions [<sup>1</sup>] celebrated between the Government of the Republic of Chile and the Government of the United States of America, agreements which cease to have any force or effect.

### TITLE II

#### Composition and Personnel

Article 4. (a) Each Mission shall consist of a Chief of Service Mission, having at least the rank of Colonel for Army and Air Force Missions and Captain for the Navy Mission, and such other personnel as may be mutually agreed upon by the Ministry of National Defense

<sup>1</sup> TIAS 3692, 2202, 2201; 7 UST 3129; 2 UST 535, 522.

of the Republic of Chile (hereinafter called the "Ministry of Defense") and the United States Army, Navy or Air Force Department (hereinafter referred to as "Service Department").

(b) The three Service Missions jointly shall be considered as the Military Group of the United States of America in Chile. The Chief of the Military Group shall be in charge of the coordination of the work of the Missions. His designation shall be made by agreement among the parties.

(c) In addition to the personnel of the Service Missions mentioned in paragraph (a) above, personnel of the United States Armed Forces may be assigned provisionally, at the request of the Government of the Republic of Chile, for periods to be determined by common accord between the Ministry of Defense and the respective United States Service Department. In principle, said provisional personnel will not receive the same treatment as that accorded to the regular members of the Missions, except when both parties may agree to a different arrangement of a specific nature.

Article 5. If required for the purposes of this Agreement the number of personnel (members) of a Mission may be changed as mutually agreed upon between the Ministry of Defense and the respective Service Department.

Article 6. (a) The normal tour of duty of the members of the Missions shall be three years; however, any member may be recalled by the Ministry of Defense or the corresponding Service Department after having served a minimum of 2 years in which case a replacement with equal rank and equivalent qualifications shall be furnished unless it is mutually agreed between the Ministry of Defense and the Service Mission concerned that no replacement is necessary.

(b) If for any reason it is considered necessary to recall any member of a Service Mission before completion of the terms stipulated in the preceding paragraph, it can be done by mutual agreement of the two countries; either of the countries can initiate the request for recall.

Article 7. As used throughout this Agreement, the term "family" means only the wife and dependent children. The phrase "home of record" means the official address of the Service Mission member as listed in the official records of the particular Service Department.

### TITLE III

#### Duties, Rank and Precedence

Article 8. The personnel of the Service Missions shall perform such duties as may be agreed upon between the Chilean Commander-in-Chief concerned and the Chief of the corresponding Service Mission for the accomplishment of the purposes stated in Article 1 hereof, except that they shall not have command functions.

Article 9. (a) In performing their duties members of a Service Mission shall be responsible to the Ministry of Defense solely through the Chief of Service Mission concerned.

(b) Notwithstanding the foregoing, members of the Service Missions are permitted and may be authorized to represent the United States of America on any commission, Military Assistance Advisory Group, or in any other capacity in connection with military assistance or defense of the Hemisphere.

Article 10. (a) In discharging their duties, the members of the Service Missions shall serve in the grade and rank they have in their respective Services in the United States and shall wear the corresponding uniform and insignia.

(b) The members of the Service Missions shall receive from the members of the Chilean Army, Navy, and Air Force the treatment which corresponds to Chilean officers and subordinate personnel of equivalent rank, and protocolar precedence shall be determined by their respective ranks and seniority.

Article 11. The personnel of the Service Missions shall be governed by the disciplinary regulations of their respective Services in force in the United States of America. However, during such time as they are serving in units, departments, or premises under the jurisdiction of the Chilean Armed Forces, they must respect the provisions of the Orders and Regulations of those Chilean Services. The military authorities of the United States of America will take suitable disciplinary measures to punish any offense committed by their personnel.

#### TITLE IV

##### Guarantees

Article 12. The Government of the Republic of Chile will reimburse the Government of the United States of America in conformity with Article IV of the Military Aid Agreement, subject to the necessary budgetary provision, for such sums as may be agreed to, in the national currency of Chile, at the quotation determined by the Central Bank for the dollar at the free banker's rate, for the administration and functioning of the Missions. These reimbursements will be made on such dates as may be agreed.

Article 13. Service Mission Members shall be entitled to all the rights and privileges accorded by the regulations of the armed forces to Chilean officers and Chilean subordinate personnel of corresponding grade and rank.

Article 14. (a) The Government of the Republic of Chile shall reimburse the Government of the United States of America in conformity with Article IV of the Military Aid Agreement, subject to the necessary budgetary provision, for the fare for first class ship or tourist class airline via the shortest generally used route, for the travel

required and performed under this Agreement by each member of the Service Missions and his family, between the port of embarkation in the United States of America and the location of his official post in the Republic of Chile, both for the outward and the return voyage. The Government of the Republic of Chile shall also reimburse the Government of the United States of America in conformity with the above cited Article, and with the funds provided by the national budget, all expenses necessitated by the transportation of the household effects, baggage and one (1) automobile of each member of the Service Missions from the port of embarkation in the United States of America to his official post in Chile, as well as for the expenses incidental to the transportation of such household effects, baggage and automobile from Chile to the port of embarkation in the United States of America. This shall include reimbursement for all necessary expenses incident to unloading from the ship upon arrival in Chile, cartage between the ship and the residence in Chile and packing and loading on board the ship upon departure from Chile. Transportation of such household effects, baggage and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Service Missions, except as otherwise provided in the Agreement or when such shipments are necessitated by circumstances beyond their control. Reimbursement of the expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join a Service Mission for temporary duty, shall not be required under this Agreement, but shall be determined by negotiations between the Service Department of the United States of America concerned and the respective Institutional Commander-in-Chief at such time as the detail of personnel for such temporary duty may be agreed upon.

(b) It is understood that the Services referred to in the preceding paragraph may, alternatively, be furnished in whole or in part through equivalent services.

(c) For the payment of the costs of transport or for the provision of equivalent services to which reference is made in this article, detailed arrangements will be made through negotiations between authorized military representatives of both Governments and pursuant to Article 12.

Article 15. If any Service Mission member is recalled before completing two years service in a Service Mission, the travel expenses indicated in the foregoing Article for the member and his family and the transportation of his household effects, baggage, and automobile shall be borne by the government that requested his recall.

Article 16. The personal and household effects, baggage, automobile, and other articles imported by the members of the Missions for their personal use and for the use of members of their families, and supplies imported for official use of the Service Missions, shall be exempt in conformity with Article IV and V of the Military Aid Agreement from customs duties and taxes of any kind by the Govern-

ment of Chile and allowed free entry and egress upon request of the Chief of the Service Missions concerned.

Article 17. When a member, by order of his respective Commanding Officer, is away from his official residence on matters related to his duties in the Mission, the provisions of the pertinent Chilean regulations shall apply to him.

Article 18. Subject to the necessary budgetary provision, the Government of the Republic of Chile shall provide each Chief of Service Mission with a suitable automobile with chauffeur for use on official business; and the Commanders-in-Chief of the Chilean Services shall upon request of the appropriate Chief of Mission, make available the transportation required by the members of the Service Missions for the conduct of official business.

Article 19. The Government of the Republic of Chile, subject to the necessary budgetary provision, shall provide suitable office and facilities for the use of the members of each Service Mission.

Article 20. If any Service Mission member, or any member of his family, should die while in Chile on duty with the Service Missions, the Government of the Republic of Chile, subject to the necessary budgetary provision, shall have the body transported to such place in the United States of America as the surviving members of the family may decide, or, should the member and his family meet death in a common disaster, to the home of record in the United States of America. The cost to the Government of the Republic of Chile shall not exceed the cost of preparing for shipment and transporting the remains from the place of decease to New York City. Should the deceased be a member of one of the Service Missions, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to the United States of America shall be furnished by the Government of Chile to the family of the deceased member, and the family shall be entitled as well to transportation for its baggage, personal effects, and an automobile, as prescribed in Article 14 of this Agreement.

## TITLE V

### Requirements and Conditions

Article 21. Any member unable to perform his duties in his Service Mission by reason of long continued physical disability shall be replaced within three months.

Article 22. If the Government of Chile should contract the services of a third Government for the functions and purposes which are contemplated in the present agreement, the validity of said agreement will terminate at the end of three months from the date of the signing of the aforementioned contract, unless said contract may have been entered into with the agreement of the Government of the United States of America.

Article 23. Each Service Mission member shall agree not to divulge or in any way disclose to any foreign government or person except the proper authorities of both Governments, any classified matter of which he may become cognizant in his capacity as a member of one of the Service Missions. This requirement shall continue in force after the expiration or cancellation of this Agreement.

Article 24. (a) Each Service Mission member shall be entitled annually to one month's leave or to a proportional part thereof for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Service Mission up to a maximum of two months.

(b) The leave may be spent in the Republic of Chile or in any other country, but the expense of travel and transportation shall be borne by the member of the Service Mission. Travel time in connection with leave shall count as leave and shall not be in addition to the time authorized in this Article.

(c) The Commander-in-Chief of the particular Chilean Service shall be the authority empowered to grant the leaves referred to in this Article, and he shall grant them upon written request submitted by the Chief of the corresponding Service Mission, after due consideration has been given to the convenience of national interests.

Article 25. The Government of the Republic of Chile will grant the members of the Service Missions and their families, those medical and dental facilities that the current regulations grant to Chilean military personnel of equivalent rank. The Government of the Republic of Chile will have no responsibility for indemnification in the case of permanent incapacity of a member of any of the Missions.

Article 26. A member who is replaced, shall terminate his services with the Service Mission only upon the arrival of his replacement, except when otherwise mutually agreed.

The Government of the United States finds the terms of Your Excellency's note acceptable and therefore agrees that this accord shall become effective on this date.

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

JOSEPH J. JOVA

His Excellency

JULIO PHILIPPI IZQUIERDO,  
Minister of Foreign Relations,  
Santiago.

# YUGOSLAVIA

## Agricultural Commodities: Sales Under Title IV

*Agreement signed at Belgrade October 28, 1964;  
Entered into force October 28, 1964.  
With exchange of notes.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUB- LIC OF YUGOSLAVIA UNDER TITLE IV OF THE AGRICUL- TURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Yugoslavia;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities;

Recognizing further that by providing such commodities in Yugoslavia under longterm supply and credit arrangements, the resources and manpower of Yugoslavia can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Yugoslavia pursuant to Title IV of the Agricultural Trade Development and Assistance Act,<sup>[1]</sup> as amended (hereinafter referred to as the Act);

Have agreed as follows:

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<sup>1</sup>73 Stat. 610; 7 U.S.C. §§ 1731-1736.

ARTICLE ICOMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Socialist Federal Republic of Yugoslavia of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance, during the periods specified in the following table or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of the Socialist Federal Republic of Yugoslavia, of the following commodities:

Commodity	Supply Period	Approximate Quantity (metric tons)	Estimated Export Market Value To be Financed
			(1,000)
Wheat and/or wheat flour	U.S. Fiscal Year 1965	350,000	\$24,049
Tallow, inedible	U.S. Fiscal Year 1965	12,000	2,279
Ocean transportation (estimated)			2,766
Total:			29,094

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

3. The financing, sale and delivery of commodities hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale and delivery is unnecessary or undesirable.

ARTICLE IICREDIT PROVISIONS

1. The Government of the Socialist Federal Republic of Yugoslavia will pay, or cause to be paid, in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used) the amount financed by the Government of the United States of America together with interest thereon.

2. The principal amount due for commodities delivered in each calendar year under this Agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in 17 approximately equal annual payments. The first annual payment for commodities delivered in any calendar year shall become due two years after the date of last delivery of commodities in such calendar year. Subsequent annual payments shall become due at intervals of one year thereafter. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of 3½ percent per annum and shall begin on the date of the last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be paid annually not later than the date on which the annual payment of principal becomes due.

4. All payments shall be made in United States dollars and the Government of the Socialist Federal Republic of Yugoslavia shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depositary is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE IIIGENERAL PROVISIONS

1. The Government of the Socialist Federal Republic of Yugoslavia will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption

of the agricultural commodities purchased pursuant to this Agreement; to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending on the final date on which said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of these or like commodities to other countries.

2. The two Governments will take reasonable precautions to assure that sales or purchases of commodities pursuant to the Agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. The Government of the Socialist Federal Republic of Yugoslavia agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrivals and conditions of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

#### ARTICLE IV

##### CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements entered into pursuant to this Agreement.

#### ARTICLE V

##### ENTRY INTO FORCE

The Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Beograd in duplicate this 28th day of October 1964.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

C. BURKE ELBRICK

C. Burke Elbrick  
*Ambassador of the  
United States of America*

FOR THE GOVERNMENT OF THE  
SOCIALIST FEDERAL REPUBLIC  
OF YUGOSLAVIA:

VOJIN GUZINA

Vojin Guzina  
*Assistant Secretary of State  
for Foreign Affairs*

*The American Ambassador to the Yugoslav Assistant Secretary of State for Foreign Affairs*

BEOGRAD, October 28, 1964

EXCELLENCY:

I have the honor to refer to the Title IV Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia signed today, and to inform you of the following:

It is the understanding of the Government of the United States of America that, in concurring that the delivery of agricultural commodities pursuant to the Agreement should not displace usual marketings or the prices of agricultural commodities or normal patterns of commercial trade, the Government of the Socialist Federal Republic of Yugoslavia agrees that it will procure and import with its own resources during United States Fiscal Year 1965 or any subsequent period during which the commodities purchased under this Agreement are being imported and utilized not less than 6,000 metric tons of inedible tallow from the United States of America.

With regard to paragraph 3 Article III of the Agreement, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly the following information in connection with each shipment of commodities received under this Agricultural Commodities Agreement: the name of each vessel, the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations, and (c) a statement by the Socialist Federal Republic of Yugoslavia showing progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under this agreement.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Socialist Federal Republic of Yugoslavia.

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

C. BURKE ELBRICK

C. Burke Elbrick  
*Ambassador of the United  
States of America*

His Excellency  
VOJIN GUZINA  
*Assistant Secretary  
of State for Foreign Affairs  
Beograd*

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*The Yugoslav Assistant Secretary of State for Foreign Affairs to the  
American Ambassador*

BEOGRAD, October 28, 1964.

EXCELLENCY:

I have the honor to acknowledge the receipt of your note dated October 28, 1964, which reads as follows:

"I have the honor to refer to the Title IV Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia signed today, and to inform you of the following:

"It is the understanding of the Government of the United States of America that, in concurring that the delivery of agricultural commodities pursuant to the Agreement should not displace usual marketings or the prices of agricultural commodities or normal patterns of commercial trade, the Government of the Socialist Federal Republic of Yugoslavia agrees that it will procure and import with its own resources during United States Fiscal Year 1965 or any subsequent period during which the commodities purchased under this Agreement are being imported and utilized not less than 6,000 metric tons of inedible tallow from the United States of America.

"With regard to paragraph 3 Article III of the Agreement, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly the following information in connection with each shipment of commodities received under this Agricultural Commodities Agreement: the name of each vessel, the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly: (a) a statement

of measures it has taken to prevent the resale or transshipment of commodities furnished (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations, and (c) a statement by the Socialist Federal Republic of Yugoslavia showing progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under this agreement.

"I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Socialist Federal Republic of Yugoslavia.

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

I have the honor to inform you of the concurrence of my Government in the foregoing.

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

VOJIN GUZINA

Vojin Guzina

*Assistant Secretary of State  
for Foreign Affairs*

His Excellency

C. BURKE ELBRICK

*Ambassador of the  
United States of America  
Beograd*

# YUGOSLAVIA

## Agricultural Commodities: Sales Under Title IV

*Agreement signed at Belgrade October 29, 1964;  
Entered into force October 29, 1964.  
With exchange of notes.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Yugoslavia:

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities;

Recognizing further that by providing such commodities in Yugoslavia under long-term supply and credit arrangements, the resources and manpower of Yugoslavia can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Yugoslavia pursuant to Title IV of the Agricultural Trade Development and Assistance Act,<sup>[1]</sup> as amended (hereinafter referred to as the Act);

Have agreed as follows:

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<sup>[1]</sup>73 Stat. 610; 7 U.S.C. §§ 1731-1736.

ARTICLE ICOMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Socialist Federal Republic of Yugoslavia of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance, during the periods specified in the following table or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of the Socialist Federal Republic of Yugoslavia, of the following commodities:

Commodity	Supply Period	Approximate Quantity (Metric Tons)	Estimated Export
			Market Value To be Financed (1,000)
Wheat and/or wheat flour	U.S. Fiscal Year 1965	150,000	\$10,307
Ocean Transportation (estimated)			1,107
Total:			\$11,414

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

3. The financing, sale and delivery of commodities hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale and delivery is unnecessary or undesirable.

ARTICLE IICREDIT PROVISIONS

1. The Government of the Socialist Federal Republic of Yugoslavia will pay, or cause to be paid, in United States dollars to the Govern-

ment of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used) the amount financed by the Government of the United States of America together with interest thereon.

2. The principal amount due for commodities delivered in each calendar year under this Agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in three approximately equal annual payments. The first annual payment for commodities delivered in any calendar year shall become due one year after the date of last delivery of commodities in such calendar year. Subsequent annual payments shall become due at intervals of one year thereafter. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of four percent per annum and shall begin on the date of the last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be paid annually not later than the date on which the annual payment of principal becomes due.

4. All payments shall be made in United States dollars and the Government of the Socialist Federal Republic of Yugoslavia shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depositary is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

### ARTICLE III

#### GENERAL PROVISIONS

1. The Government of the Socialist Federal Republic of Yugoslavia will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this Agreement; to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending on the final date on which said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of

America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of these or like commodities to other countries.

2. The two Governments will take reasonable precautions to assure that sales or purchases of commodities pursuant to the agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. The Government of the Socialist Federal Republic of Yugoslavia agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrivals and conditions of commodities and information relating to exports of the same or like commodities.

#### ARTICLE IV

##### CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements entered into pursuant to this Agreement.

#### ARTICLE V

##### ENTRY INTO FORCE

The Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Beograd in duplicate this 29<sup>th</sup> day of October 1964.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

C. BURKE ELBRICK

C. Burke Elbrick  
*Ambassador of the  
United States of America*

FOR THE GOVERNMENT OF THE  
SOCIALIST FEDERAL REPUBLIC  
OF YUGOSLAVIA:

VOJIN GUZINA

Vojin Guzina  
*Assistant Secretary of State  
for Foreign Affairs*

*The American Ambassador to the Yugoslav Assistant Secretary of State for Foreign Affairs*

BEOGRAD, October 29, 1964

EXCELLENCY:

I have the honor to refer to the Title IV Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia signed today, and to inform you of the following:

With regard to paragraph 3 Article III of the Agreement, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly the following information in connection with each shipment of commodities received under this Agricultural Commodities Agreement: the name of each vessel, the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Socialist Federal Republic of Yugoslavia.

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

C. BURKE ELBRICK

C. Burke Elbrick

*Ambassador of the United States of America*

His Excellency

VOJIN GUZINA

*Assistant Secretary of State  
for Foreign Affairs  
Beograd*

*The Yugoslav Assistant Secretary of State for Foreign Affairs to the American Ambassador*

BEOGRAD, October 29, 1964.

EXCELLENCY:

I have the honor to acknowledge the receipt of your note dated October 29, 1964, which reads as follows:

"I have the honor to refer to the Title IV Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia signed today, and to inform you of the following:

"With regard to paragraph 3 Article III of the Agreement, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly the following information in connection with each shipment of commodities received under this Agricultural Commodities Agreement: the name of each vessel, the date of arrival, the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly: /a/ a statement of measures it has taken to prevent the resale or transshipment of commodities furnished /b/ assurances that the program has not resulted in increased availability of the same or like commodities to other nations.

"I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Socialist Federal Republic of Yugoslavia.

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

I have the honor to inform you of the concurrence of my Government in the foregoing.

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

Vojin Guzina  
Vojin Guzina  
*Assistant Secretary of State  
for Foreign Affairs*

His Excellency

C. BURKE ELBRICK

*Ambassador of the  
United States of America  
Beograd*

# LIBERIA

## Guaranty of Private Investments

*Agreement supplementing the agreement of September 6 and 12, 1960.*

*Effectuated by exchange of notes*

*Signed at Monrovia September 26 and 29, 1964;*

*Entered into force September 29, 1964.*

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*The American Ambassador to the Liberian Secretary of State*

MONROVIA, September 26, 1964

SIR:

I have the honor to refer to the agreement effected by the exchange of notes of September 6 and September 12, 1960<sup>[1]</sup> between our two Governments relating to investment guarantees which may be issued by the Government of the United States of America for investments in activities in Liberia. After the conclusion of this agreement, Legislation has been enacted in the United States of America modifying and augmenting the coverage to be provided investors by investment guarantees that may be issued by the Government of the United States of America.

In the interest of facilitating and increasing the participation of private enterprise in furthering the economic development of Liberia, the Government of the United States of America is prepared to issue investment guarantees providing such coverage as may be authorized by the applicable United States legislation for appropriate investments in activities approved by your Government provided that your Government agrees that the undertakings between our respective Governments contained in the above-mentioned agreement will be applicable to such guarantees.

In connection with application of the undertakings contained in the above-mentioned agreement to all investment guarantees issued by the Government of the United States of America, I also have the honor to propose that the Subparagraphs (d) and (e) of Paragraph 3 of the above-mentioned agreement be considered as no longer in effect.

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<sup>[1]</sup> TIAS 4571; 11 UST 2119.

I confirm the mutual understanding of the parties to the present Agreement that, in case the Government of the United States of America makes payment to a United States investor under a guaranty against loss due to normal business risk arising from transactions with entities other than the Government of the Republic of Liberia, the Government of the United States of America would have no claim against the Government of the Republic of Liberia resulting from such payment by the Government of the United States of America.

Upon receipt of a note from Your Excellency indicating that the foregoing is acceptable to the Government of the Republic of Liberia and that such undertakings shall apply, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on the date of your note in reply.

Accept, Excellency, the assurances of my highest consideration.

C. E. RHETTS

His Excellency  
J. RUDOLPH GRIMES,  
*Secretary of State.*

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*The Liberian Acting Secretary of State to the American Ambassador*

DEPARTMENT OF STATE  
MONROVIA, LIBERIA  
29th September, 1964

14472/DF  
MR. AMBASSADOR:

I have the honour to acknowledge receipt of your letter dated September 26, 1964, relating to the Investment Guaranty Agreement which was concluded between the Government of the United States of America and the Government of the Republic of Liberia on September 12, 1960, which letter reads word for word as follows:

"I have the honor to refer to the agreement effected by the exchange of notes of September 6 and September 12, 1960, between our two Governments relating to investment guarantees which may be issued by the Government of the United States of America for investments in activities in Liberia. After the conclusion of this agreement, Legislation has been enacted in the United States of America modifying and augmenting the coverage to be provided investors by investment guarantees that may be issued by the Government of the United States of America.

"In the interest of facilitating and increasing the participation of private enterprise in furthering the economic development of Liberia, the Government of the United States of America is prepared to issue investment guarantees providing such coverage as may be authorized

by the applicable United States legislation for appropriate investments in activities approved by your Government provided that your Government agrees that the undertakings between our respective Governments contained in the above-mentioned agreement will be applicable to such guaranties.

"In connection with application of the undertakings contained in the above-mentioned agreement to all investment guaranties issued by the Government of the United States of America, I also have the honor to propose that the Subparagraphs (d) and (e) of Paragraph 3 of the above-mentioned agreement be considered as no longer in effect.

"I confirm the mutual understanding of the parties to the present Agreement that, in case the Government of the United States of America makes payment to a United States investor under a guaranty against loss due to normal business risk arising from transactions with entities other than the Government of the Republic of Liberia, the Government of the United States of America would have no claim against the Government of the Republic of Liberia resulting from such payment by the Government of the United States of America."

The Government of Liberia accepts the undertakings in this letter and understands that upon receipt thereof, your letter and this letter shall constitute an agreement between the Government of the Republic of Liberia and the Government of the United States of America to enter into force on the date of this letter.

Please accept, Mr. Ambassador, the assurance of my high consideration and esteem.

EDW. R. MOORE

Edward R. Moore  
*Acting Secretary of State*

His Excellency CHARLES E. RHETTS

*Ambassador Extraordinary & Plenipotentiary  
Embassy of the United States of America  
Mamba Point-Monrovia-Liberia*

# MULTILATERAL

## General Agreement on Tariffs and Trade

*Declaration on Provisional Accession of Iceland to the agreement  
of October 30, 1947.*

*Done at Geneva March 5, 1964;*

*Entered into force with respect to the United States of America and  
Iceland November 21, 1964.*

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## GENERAL AGREEMENT ON TARIFFS AND TRADE ACCORD GÉNÉRAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

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### DECLARATION

ON THE PROVISIONAL ACCESSION OF ICELAND TO  
THE GENERAL AGREEMENT ON TARIFFS AND TRADE

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### DÉCLARATION

CONCERNANT L'ACCESSION PROVISOIRE DE  
L'ISLANDE A L'ACCORD GÉNÉRAL SUR LES  
TARIFS DOUANIERS ET LE COMMERCE

---

5 March 1964

Geneva

**DECLARATION ON THE PROVISIONAL ACCESSION OF ICELAND TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE**

The Government of Iceland and the other governments on behalf of which this Declaration has been accepted (the latter governments being hereinafter referred to as the "participating governments"),

Considering that the Government of Iceland on 11 December 1963 made a formal request to accede to the General Agreement on Tariffs and Trade [<sup>1</sup>] (hereinafter referred to as the "General Agreement"), and that the Government of Iceland will be prepared to conduct the negotiations with contracting parties which it is considered should precede accession under Article XXXIII [<sup>2</sup>] in the course of the forthcoming Trade Negotiations,

Considering that, pending accession under Article XXXIII, Iceland is prepared to accept the obligations of the General Agreement,

Considering the desirability of basing the trade relations of Iceland with contracting parties upon the General Agreement as soon as possible, and consequently the desirability of providing for the provisional accession of Iceland to the General Agreement as a step towards its accession pursuant to Article XXXIII,

1. Declare that, pending the accession of Iceland to the General Agreement under the provisions of Article XXXIII, which will be subject to the satisfactory conclusion of negotiations on customs tariffs or their equivalent, in accordance with rules and procedures to be adopted by the CONTRACTING PARTIES to the General Agreement (hereinafter referred to as the "CONTRACTING PARTIES") for this purpose, the commercial relations between the participating governments and Iceland shall be based upon the General Agreement, subject to the following conditions:

(a) the Government of Iceland shall apply provisionally and subject to the provisions of this Declaration (i) Parts I and III 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)

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<sup>1</sup> TIAS 1700; 61 Stat. pts 5 and 6.

<sup>2</sup> TIAS 1763; 62 Stat. 1993.

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 Iceland 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 Iceland shall be the date of this Declaration;
- (d) the provisions of the General Agreement to be applied by Iceland 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<sup>[1]</sup> 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 perform such functions as are necessary for the implementation of this Declaration.

3. This Declaration, which has been approved by a majority of two thirds of the contracting parties, shall be deposited with the Executive Secretary of the CONTRACTING PARTIES. It shall be open for acceptance, by signature or otherwise, by Iceland, by contracting parties to the General Agreement and by any governments which shall have acceded provisionally to the General Agreement.

4. This Declaration shall become effective between Iceland and any participating government on the thirtieth day following the day upon which it shall have been accepted on behalf of both Iceland and that government; it shall remain in force until the Government of Iceland accedes to the General Agreement under the provisions of Article XXXIII thereof or until 31 December 1965, whichever date is earlier, unless it has been agreed between Iceland and the participating governments to extend its validity to a later date.

5. The Executive Secretary of 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.

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<sup>[1]</sup> TIAS 1700; 61 Stat. (pt. 5) p. A5.

Done at Geneva this fifth day of March one thousand nine hundred and sixty-four, in a single copy in the French and English languages, both texts authentic.

**DECLARATION CONCERNANT L'ACCESSION PROVISOIRE DE  
L'ISLANDE A L'ACCORD GENERAL SUR LES TARIFS  
DOUANIERS ET LE COMMERCE**

Le gouvernement de l'Islande, et les autres gouvernements au nom desquels la présente Déclaration a été acceptée (qui sont dénommés ci-après les "gouvernements participants"),

Considérant que, le 11 décembre 1963, le gouvernement de l'Islande a formellement demandé à accéder à l'Accord général sur les tarifs douaniers et le commerce (ci-après dénommé l'"Accord général") et que ce gouvernement est prêt à engager avec les parties contractantes, au cours des prochaines négociations commerciales, les négociations qui sont considérées comme nécessaires préalablement à l'accession conformément à l'article XXXIII,

Considérant que l'Islande est disposée, en attendant son accession conformément à l'article XXXIII, à accepter les obligations que comporte l'Accord général,

Considérant qu'il est souhaitable de fonder le plus tôt possible sur l'Accord général les relations commerciales entre l'Islande et les parties contractantes, et par conséquent de prévoir l'accession provisoire de l'Islande audit Accord, qui marquera une étape vers son accession conformément à l'article XXXIII,

1. Déclarent qu'en attendant l'accession de l'Islande à l'Accord général conformément aux dispositions de l'article XXXIII, qui sera subordonnée à la conclusion satisfaisante de négociations sur les droits de douane ou leurs équivalents, menées selon les règles et procédures que fixeront à cet effet les PARTIES CONTRACTANTES à l'Accord général (ci-après dénommées "les PARTIES CONTRACTANTES") les relations commerciales entre les gouvernements participants et l'Islande seront fondées sur l'Accord général, sous réserve des conditions suivantes:

- a) le gouvernement de l'Islande appliquera à titre provisoire et sous réserve des dispositions de la présente Déclaration : i) les Parties I et III de l'Accord général et ii) la Partie II de l'Accord général dans toute la mesure compatible avec la législation islandaise en vigueur à la date de la présente Déclaration; les obligations inscrites au paragraphe 1 de l'article premier de l'Accord général par référence à l'article III dudit Accord et celles qui sont inscrites au paragraphe 2, alinéa b), de l'article II par référence

- à l'article VI, seront considérées aux fins d'application de la présente disposition comme entrant dans le cadre de la Partie II de l'Accord général;
- b) alors qu'en vertu des dispositions de l'article premier de l'Accord général, concernant le traitement de la nation la plus favorisée, l'Islande bénéficiera des concessions reprises dans les listes annexées à l'Accord général, elle n'aura, pour ce qui concerne ces concessions, aucun droit direct en vertu soit des dispositions de l'article II, soit des dispositions de tout autre article de l'Accord général;
  - c) dans chaque cas où le paragraphe 6 de l'article V, l'alinéa d) du paragraphe 4 de l'article VII et l'alinéa c) du paragraphe 3 de l'article X de l'Accord général se réfèrent à la date dudit Accord, la date applicable en ce qui concerne l'Islande sera la date de la présente Déclaration;
  - d) les dispositions de l'Accord général qui devront être appliquées par l'Islande sont celles qui figurent dans le 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, telles que ces dispositions auront été rectifiées, amendées, complétées ou autrement modifiées par les instruments qui seront entrés en vigueur à la date de la présente Déclaration;

2. Demandent aux PARTIES CONTRACTANTES d'exercer les fonctions nécessaires pour la mise en oeuvre de la présente Déclaration.

3. La présente Déclaration, qui a été adoptée à la majorité des deux tiers des parties contractantes, sera déposée entre les mains du Secrétaire exécutif des PARTIES CONTRACTANTES. Elle sera ouverte à l'acceptation, par signature ou autrement, de l'Islande, des parties contractantes à l'Accord général et de tout gouvernement qui aura accédé provisoirement à l'Accord général.

4. La présente Déclaration prendra effet, entre l'Islande et tout gouvernement participant, le trentième jour qui suivra celui où elle aura été acceptée au nom de l'Islande et au nom dudit gouvernement; elle restera en vigueur jusqu'à ce que le gouvernement de l'Islande accède à l'Accord général conformément aux dispositions de l'article XXXIII dudit Accord, ou jusqu'au 31 décembre 1965 si, à cette date, l'accession n'est pas intervenue, à moins que l'Islande et les gouvernements participants ne conviennent d'en proroger la validité.

5. Le Secrétaire exécutif des PARTIES CONTRACTANTES fera promptement tenir copie certifiée conforme de la présente Déclaration et notification de toute acceptation à chacun des gouvernements à l'acceptation desquels la présente Déclaration est ouverte.

Fait à Genève, le cinq mars mil neuf cent soixante-quatre, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi.

*For the Argentine Republic:*      *Pour la République d'Argentine:*

*For the Commonwealth  
of Australia:*      *Pour le Commonwealth  
d'Australie:*

*For the Republic of Austria:*      *Pour la République d'Autriche:*

[Signed, subject to ratification, May 28, 1964.]

*For the Kingdom of Belgium:*      *Pour le Royaume de Belgique:*

*For the United States of Brazil:*      *Pour les Etats-Unis du Brésil:*

[Accepted June 12, 1964.]

*For the Union of Burma:*      *Pour l'Union Birmane:*

*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 Ceylon:*      *Pour Ceylan:*

*For the Republic of Chad:*      *Pour la République du Tchad:*

*For the Republic of Chile:*      *Pour la République du Chili:*

*For the Republic of the Congo  
(Brazzaville):*      *Pour la République du Congo  
(Brazzaville):*

*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 de Danemark:*

[Accepted March 18, 1964.]

*For the Dominican Republic:*      *Pour la République dominicaine:*

*For the Republic of Finland:*      *Pour la République de Finlande:*

[Accepted May 8, 1964.]

*For the French Republic:*                   *Pour la République française:*  
[Accepted May 26, 1964.]

*For the Republic of Gabon:*                   *Pour la République gabonaise:*

*For the Federal Republic  
of Germany:*                                   *Pour la République fédérale  
d'Allemagne:*

*For Ghana:*                                      *Pour le Ghana:*

*For the Kingdom of Greece:*                   *Pour le Royaume de Grèce:*

*For the Republic of Haiti:*                     *Pour la République d'Haïti:*

*For India:*                                        *Pour l'Inde:*

*For the Republic of Indonesia:*                *Pour la République d'Indonésie:*

*For Israel:*                                      *Pour Israël:*

*For the Republic of Italy:*                     *Pour la République d'Italie:*

*For the Republic of the Ivory  
Coast:*    *Pour la République de  
Côte-d'Ivoire:*

*For Jamaica:*                                     *Pour la Jamaïque:*

*For Japan:*                                        *Pour le Japon:*

[Accepted April 13, 1964.]

*For Kenya:*                                        *Pour le Kenya:*

*For the State of Kuwait:*                        *Pour l'Etat de Koweït:*

*For the Grand-Duchy of  
Luxemburg:*                                      *Pour le Grande-Duché de  
Luxembourg:*

*For the Republic of Madagascar:*                *Pour la République malgache:*

*For Malaysia:*                                    *Pour la Malaisie:*

*For the Islamic Republic  
of Mauritania:*                                  *Pour la République islamique  
de Mauritanie:*

*For the Kingdom of the  
Netherlands:*                                    *Pour le Royaume des  
Pays-Bas:*

*For New Zealand:*                                *Pour la Nouvelle-Zélande:*

[Accepted June 16, 1964.]

*For the Republic of Nicaragua:*      *Pour la République de Nicaragua:*

*For the Republic of the Niger:*      *Pour la République du Niger:*

*For the Federation of Nigeria:*      *Pour la Fédération de Nigéria:*

*For the Kingdom of Norway:*      *Pour le Royaume de Norvège:*

[Accepted May 6, 1964.]

*For Pakistan:*      *Pour le Pakistan:*

*For Peru:*      *Pour le Pérou:*

*For the Portuguese Republic:*      *Pour la République du Portugal:*

*For the Republic of Senegal:*      *Pour la République du Sénégal:*

*For Sierra Leone:*      *Pour le Sierra Leone:*

*For South Africa:*      *Pour l'Afrique du Sud:*

*For Southern Rhodesia:*      *Pour la Rhodésie du Sud:*

[Accepted May 4, 1964.]

*For Spain:*      *Pour l'Espagne:*

*For the Kingdom of Sweden:*      *Pour le Royaume de Suède:*

[Accepted April 13, 1964.]

*For the Swiss Confederation:*      *Pour la Confédération suisse:*

*For Tanganyika:*      *Pour le Tanganyika:*

*For the Republic of Togo:*      *Pour la République du Togo:*

*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 de Turquie:*

*For Uganda:*      *Pour l'Ouganda:*

*For the United Arab Republic:*      *Pour la République arabe unie:*

*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 Etats-Unis d'Amérique:*

[Accepted October 22, 1964.]

*For the Republic of  
Upper Volta:*

*Pour la République de  
Haute-Volta:*

*For the Republic of Uruguay:*

*Pour la République d'Uruguay:*

*For the Socialist Federal Republic  
of Yugoslavia:*

*Pour la République socialiste  
fédérative de Yougoslavie:*

*For Iceland:*

*Pour l'Islande:*

[Accepted March 20, 1964.]

I hereby certify that the foregoing text is a true copy of the Declaration on the Provisional Accession of Iceland to the General Agreement on Tariffs and Trade, done at Geneva on 5 March 1964, the original of which is deposited with the Executive Secretary of 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 de l'Islande à l'Accord général sur les tarifs douaniers et le commerce, établie à Genève le 5 Mars 1964, dont le texte original est déposé auprès du Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

E. WYNDHAM WHITE

E. Wyndham White

*Executive Secretary  
Geneva*

*Secrétaire exécutif  
Genève*

# JAPAN

## Fisheries: King Crab

*Agreement effected by exchange of notes  
Signed at Washington November 25, 1964;  
Entered into force November 25, 1964.*

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*The Japanese Ambassador to the Secretary of State*

EMBASSY OF JAPAN  
WASHINGTON  
November 25, 1964

**EXCELLENCY:**

I have the honor to refer to the consultation between the representatives of the Government of Japan and the Government of the United States of America in regard to the king crab fishery in the eastern Bering Sea, held in Washington from October 15 to November 14, 1964, and to confirm, on behalf of the Government of Japan, the following understandings reached as the result of this consultation:

1. The Government of Japan holds the view that king crabs are a high seas fishery resource, and that nationals and vessels of Japan are entitled to continue fishing for king crabs in the eastern Bering Sea.
2. The Government of the United States of America is of the view that the king crab is a natural resource of the continental shelf over which the coastal state (in this case the United States of America) has exclusive jurisdiction, control and rights of exploitation.
3. However, the two Governments, having regard to the historical fact that nationals and vessels of Japan have over a long period of years exploited the king crab resource in the eastern Bering Sea, have agreed, without prejudice to their respective positions as described above, as follows:
  - 1) The king crab fishery by nationals and vessels of Japan in the eastern Bering Sea will continue in and near the waters which have been fished historically by Japan; that is, those waters in which migrate the king crab stocks exploited historically by Japan; provided that, in order to avoid possible overfishing of the king crab resource in the eastern Bering Sea, the Government of Japan ensures that the annual commercial catch of king crabs by nationals and vessels of Japan for the years 1965 and 1966 shall be equivalent to

185,000 cases respectively (one case being equivalent to 48 half-pound cans).

- 2) The two Governments shall apply such interim measures as described in the Appendix to this note to their respective nationals and vessels fishing for king crabs in the eastern Bering Sea.
- 3) The International Commission under the North Pacific Fishery Convention [¹] will be asked by the two Governments to continue and intensify the study of the king crab resource in the eastern Bering Sea and to transmit to the two Governments annually by November 30 the findings of such study, including also, to the extent possible, an estimate of the maximum sustainable yield of the resource.
- 4) For the purpose of carrying out faithfully measures under the provisions of the proviso of sub-paragraph (1) and the provisions of sub-paragraph (2) of this paragraph, the two Governments shall take appropriate and effective measures respectively, and either Government shall, if requested by the other Government, provide opportunity for observation of the conduct of enforcement.
- 5) The two Governments shall meet before December 31, 1966 to review the operation of these arrangements and the conditions of the king crab fishery of the eastern Bering Sea, and decide on future arrangements in the light of paragraphs 1 and 2, and the introductory part of this paragraph, and the United States President's assurance of May 20, 1964 that full consideration would be given to Japan's long established fishery.

I have further the honor to propose that this note and your Excellency's reply confirming the above understandings on behalf of your Government shall be regarded as constituting an agreement between the two Governments.

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

RYUJI TAKEUCHI  
*Ambassador of Japan*

His Excellency  
DEAN RUSK  
*Secretary of State  
of the United States of America*

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<sup>1</sup> TIAS 2786; 4 UST 380.

**APPENDIX**

- a) Female king crabs, small king crabs less than 14.5 cms. in maximum carapace width and soft-shelled king crabs shall not be retained and used. Any such crabs taken incidentally shall be returned immediately to the sea with a minimum of injury.
- b) King crabs shall not be taken by means of fishing gear other than pot and tangle net. The stretched diagonal measure of tangle net mesh shall be no less than 50 cms.
- c) Unless otherwise agreed by the two Governments, only pots may be used to capture king crabs for commercial purposes in that area lying seaward of the United States territorial sea and within the following described boundaries: a line running due west through Sea Lion Rock light and along 55°28' N. latitude to 165°34' W. longitude, thence southwesterly to an intersection of a line passing between Cape Navarin and Cape Sarichef at 55°16' N. latitude and 166°10' W. longitude, thence southeasterly along the Cape Navarin-Sarichef line to Cape Sarichef.

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*The Secretary of State to the Japanese Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
Nov 25 1964

EXCELLENCY:

I have the honor to refer to Your Excellency's note of November 25, 1964, which reads with Appendix as follows:

"I have the honor to refer to the consultation between the representatives of the Government of Japan and the Government of the United States of America in regard to the king crab fishery in the eastern Bering Sea, held in Washington from October 15 to November 14, 1964, and to confirm, on behalf of the Government of Japan, the following understandings reached as the result of this consultation:

"1. The Government of Japan holds the view that king crabs are a high seas fishery resource, and that nationals and vessels of Japan are entitled to continue fishing for king crabs in the eastern Bering Sea.

"2. The Government of the United States of America is of the view that the king crab is a natural resource of the continental shelf over which the coastal state (in this case the United States of America) has exclusive jurisdiction, control and rights of exploitation.

"3. However, the two Governments, having regard to the historical fact that nationals and vessels of Japan have over a long

period of years exploited the king crab resource in the eastern Bering Sea, have agreed, without prejudice to their respective positions as described above, as follows:

- 1) The king crab fishery by nationals and vessels of Japan in the eastern Bering Sea will continue in and near the waters which have been fished historically by Japan; that is, those waters in which migrate the king crab stocks exploited historically by Japan; provided that, in order to avoid possible overfishing of the king crab resource in the eastern Bering Sea, the Government of Japan ensures that the annual commercial catch of king crabs by nationals and vessels of Japan for the years 1965 and 1966 shall be equivalent to 185,000 cases respectively (one case being equivalent to 48 half-pound cans).
- 2) The two Governments shall apply such interim measures as described in the Appendix to this note to their respective nationals and vessels fishing for king crabs in the eastern Bering Sea.
- 3) The International Commission under the North Pacific Fishery Convention will be asked by the two Governments to continue and intensify the study of the king crab resource in the eastern Bering Sea and to transmit to the two Governments annually by November 30 the findings of such study, including also, to the extent possible, an estimate of the maximum sustainable yield of the resource.
- 4) For the purpose of carrying out faithfully measures under the provisions of the proviso of sub-paragraph (1) and the provisions of sub-paragraph (2) of this paragraph, the two Governments shall take appropriate and effective measures respectively, and either Government shall, if requested by the other Government, provide opportunity for observation of the conduct of enforcement.
- 5) The two Governments shall meet before December 31, 1966 to review the operation of these arrangements and the conditions of the king crab fishery of the eastern Bering Sea, and decide on future arrangements in the light of paragraphs 1 and 2, and the introductory part of this paragraph, and the United States President's assurance of May 20, 1964 that full consideration would be given to Japan's long established fishery.

"I have further the honor to propose that this note and your Excellency's reply confirming the above understandings on behalf of your Government shall be regarded as constituting an agreement between the two Governments."

#### "APPENDIX

- a) Female king crabs, small king crabs less than 14.5 cms. in maximum carapace width and soft-shelled king crabs shall not be

retained and used. Any such crabs taken incidentally shall be returned immediately to the sea with a minimum of injury.

"b) King crabs shall not be taken by means of fishing gear other than pot and tangle net. The stretched diagonal measure of tangle net mesh shall be no less than 50 cms.

"c) Unless otherwise agreed by the two Governments, only pots may be used to capture king crabs for commercial purposes in that area lying seaward of the United States territorial sea and within the following described boundaries: a line running due west through Sea Lion Rock light and along 55°28' N. latitude to 165°34' W. longitude, thence southwesterly to an intersection of a line passing between Cape Navarin and Cape Sarichef at 55°16' N. latitude and 166°10' W. longitude, thence southeasterly along the Cape Navarin-Sarichef line to Cape Sarichef."

I have the honor to inform Your Excellency that the above understandings reached by representatives of our two Governments are acceptable to the Government of the United States of America and that Your Excellency's note and this reply are considered as an agreement between our two Governments.

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

DEAN RUSK

His Excellency  
RYUJI TAKEUCHI,  
*Ambassador of Japan.*

# YUGOSLAVIA

## **Education: Commission for Educational Exchange and Financing of Exchange Programs**

*Agreement signed at Belgrade November 9, 1964;  
Entered into force November 9, 1964.*

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### **AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA FOR FI- NANCING CERTAIN EDUCATIONAL EXCHANGE PROGRAMS**

The Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia;

Desiring to promote further mutual understanding between the peoples of the United States of America and the Socialist Federal Republic of Yugoslavia by a wider exchange of knowledge and professional talents through educational activities;

Have agreed as follows:

#### ARTICLE I

There shall be established a commission to be known as the Commission for Educational Exchange between the United States of America and Yugoslavia (hereinafter designated "the Commission"), which shall be recognized by the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Commission by the Government of the United States of America in accordance with the terms of this Agreement.

Except as provided in Article V hereof the Commission shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present Agreement. The funds, and property which may be acquired with the funds in furtherance of the purposes of the Agreement, shall be regarded by the Government of the Socialist Federal Republic of Yugoslavia as property of a foreign government.

The funds made available under the present Agreement, within the conditions and limitations hereinafter set forth, shall be used by the Commission for the purpose of:

(1) financing studies, research, instruction, and other educational activities (i) of or for citizens and nationals of the United States of America in Yugoslavia, and (ii) of or for citizens of Yugoslavia in United States schools and institutions of learning located in or outside the United States of America; and

(2) financing visits and interchanges between the United States of America and Yugoslavia of students, trainees, teachers, instructors, and professors.

#### ARTICLE II

The Commission shall consist of eight members, four of whom shall be citizens of the United States of America and four of whom shall be citizens of the Socialist Federal Republic of Yugoslavia. In addition, the Chief of the Diplomatic Mission of the United States of America to the Socialist Federal Republic of Yugoslavia and the Federal Secretary for Education and Culture shall be jointly Honorary Chairmen of the Commission.

The Chief of the Diplomatic Mission of the United States of America to the Socialist Federal Republic of Yugoslavia shall have the power of appointment and removal of the United States citizens on the Commission, at least two of whom shall be officers of the United States Foreign Service establishment in the Socialist Federal Republic of Yugoslavia. The Federal Secretary for Education and Culture shall have the power of appointment and removal of the Yugoslav citizens on the Commission. A chairman with voting power shall be selected by the Commission from among its members.

The members shall serve from the time of their appointment until the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside the Socialist Federal Republic of Yugoslavia, expiration of service, or otherwise, shall be filled in accordance with the appointment procedure set forth in this article. The members shall serve without compensation but the Commission may authorize the payment of the necessary expenses of the members in attending the meetings of the Commission and performing other official duties assigned by the Commission.

#### ARTICLE III

The Commission shall adopt such by-laws and appoint such committees as it shall deem necessary.

#### ARTICLE IV

In furtherance of the aforementioned purposes, the Commission may, subject to the provisions of the present Agreement, exercise all powers necessary to the carrying out of the purposes of the present Agreement, including the following:

(1) plan, adopt and carry out programs in accordance with the present Agreement;

(2) recommend to the Board of Foreign Scholarships of the United States of America students, trainees, professors, research scholars, teachers, and instructors, resident in Yugoslavia, and Yugoslav institutions, to participate in the program;

(3) recommend to the Federal Secretary for Education and Culture candidates resident in the United States of America for studies, research, instruction and other educational activities in Yugoslavia.

(4) recommend to the aforesaid Board of Foreign Scholarships and the Federal Secretary for Education and Culture such qualifications and conditions for the selection of participants in the program as it may deem necessary for achieving the purpose and objectives of the present Agreement;

(5) designate a Treasurer of the Commission, who shall be one of the officers of the United States Foreign Service establishment in Yugoslavia serving on the Commission, and authorize him to receive and deposit funds in a depository or depositories designated by the Secretary of State;

(6) subject to the conditions and limitations as set forth herein, authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present Agreement, including payment for transportation, tuition, maintenance and other expenses incident thereto;

(7) provide for periodic audits of the accounts of the Treasurer of the Commission as directed by auditors selected by the Secretary of State;

(8) engage an Executive Director or Officer, who shall be in charge of the administrative work of the Commission, and such other administrative and clerical staff as may be necessary, fix and pay the salaries and wages thereof, and incur other administrative expenses as may be necessary out of funds made available under this Agreement;

(9) acquire, hold and dispose of property (other than real estate) in the name of the Commission as it may consider necessary or desirable, provided, however, that adequate office facilities for the activities of the Commission will be assured; and

(10) with the approval of the Secretary of State and the Federal Secretary for Education and Culture, administer or assist in administering or otherwise facilitate other programs in furtherance of the purposes of the present Agreement.

#### ARTICLE V

All commitments, obligations and expenditures authorized by the Commission shall be made in accordance with an approved annual budget.

ARTICLE VI

Reports acceptable in form and content shall be made annually on the activities of the Commission to the Secretary of State and to the Federal Secretary for Education and Culture.

ARTICLE VII

The seat of the Commission shall be in Belgrade, but meetings of the Commission and any of its committees may be held in such other places in Yugoslavia as the Commission may determine.

ARTICLE VIII

The Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia agree that currency of Yugoslavia acquired by the Government of the United States of America pursuant to Surplus Agricultural Commodities Agreements up to an aggregate amount of 600,000,000.-dinars may be used for purposes of this Agreement.

In addition to the funds provided in the first paragraph of this article, the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia agree that there may also be used for the purposes of this Agreement any other funds held or available for expenditure by the Government of the United States of America for such purposes, and contributions to the Commission from any source.'

The performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State when required by the laws of the United States of America.

The Secretary of State will make available for expenditure as authorized by the Commission funds in such amounts as may be required for the purposes of this Agreement but in no event may amounts in excess of the budgetary limitations established pursuant to Article V of the present Agreement be expended by the Commission.

ARTICLE IX

The Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia shall make every effort to facilitate the exchange-of-persons programs authorized in this Agreement and to resolve problems which may arise in the operations thereof.

ARTICLE X

Wherever, in the present Agreement, the term "Secretary of State" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf. Wherever, in the present Agreement, the term "Federal Sec-

retary for Education and Culture" is used, it shall be understood to mean the Federal Secretary for Education and Culture of the Socialist Federal Republic of Yugoslavia or any officer or employee of the Government of the Socialist Federal Republic of Yugoslavia designated by him to act in his behalf.

#### ARTICLE XI

This Agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia.

#### ARTICLE XII

This Agreement shall come into force on the date of signature.

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

Done at Belgrade, in duplicate, this 9th day of November, 1964.

FOR THE GOVERNMENT  
OF THE UNITED STATES  
OF AMERICA

C. BURKE ELBRICK

C. Burke Elbrick

*Ambassador of the United  
States of America*

FOR THE GOVERNMENT OF THE  
SOCIALIST FEDERAL REPUBLIC  
OF YUGOSLAVIA

JANEZ VIPOTNIK

Janez Vipotnik

*Federal Secretary for Education  
and Culture*

## SWEDEN

### Interchange of Patent Rights and Technical Information for Defense Purposes: Filing Classified Patent Applications

*Agreement effected by exchange of notes*

*Signed at Washington October 20 and November 17, 1964;*

*Entered into force November 17, 1964.*

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*The Secretary of State to the Swedish Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*October 20, 1964*

**EXCELLENCY:**

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of Sweden, effected by notes exchanged in Washington on October 4, 1962,[<sup>1</sup>] relating to the Protection of Rights in Patents and Technical Information when there are transfers between our two Governments of information, equipment, materials, or services relating to defense.

Paragraph 1(c) of that Agreement provides for implementing procedures to be agreed upon so that certain inventions held under patent secrecy in one country can be made the subject of a patent application to be held in secrecy in the other country. Discussions between representatives of our two Governments, constituting a Technical Property Committee as provided for in paragraph 5(a) of the aforesaid Agreement, resulted in an agreed draft of such implementing procedures. Further discussions between our two Governments, based on a note from the Government of the United States dated May 19, 1964, have brought about a slight revision of the agreed draft. A copy of the agreed procedures as revised is enclosed herewith.

It gives me pleasure to confirm that the procedures set forth in the enclosed statement are acceptable to the Government of the United States of America. Upon receipt of confirmation that they are also acceptable to your Government, agreement to adopt and apply these procedures shall be considered to enter into force on the date of your reply.

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<sup>1</sup> TIAS 5178; 13 UST 2161.

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

For the Secretary of State:

ROBERT C CREEL

Enclosure:  
Procedures.

His Excellency  
HUBERT DEBESCHE,  
*Ambassador of Sweden.*

**PROCEDURES FOR RECIPROCAL FILING OF CLASSIFIED PATENT APPLICATIONS IN THE UNITED STATES OF AMERICA AND SWEDEN**

1. General

The following procedures are in implementation of paragraph 1(c) of the Agreement between the Government of the United States of America and the Government of Sweden for Protection of Rights in Patents and Technical Information which was signed and entered into force on October 4, 1962. The said paragraph refers to the protection of privately owned technical property disclosed for defense purposes by transferring information, equipment, materials or services relating to defense either directly between our two Governments or from a national of one Contracting Government to the other Government at the latter's request and stipulates that the recipient Government will, when such disclosure includes an invention which is the subject of a patent or patent application held in secrecy in the country of origin, accord, to the fullest extent possible under its laws, treatment similar to that accorded in the country of origin to a corresponding patent application filed in the recipient country.

The purpose of these procedures is to facilitate the filing of patent applications involving classified subject matter of defense interest, by inventors of one country in the other country, and to guarantee adequate security in such other country for the inventions disclosed by such applications. These procedures are based upon the following understandings:

(a) Each Government has authority within its jurisdiction to impose secrecy on an invention of defense interest which it considers to involve classified subject matter.

(b) The authority of each Government, when acting as the originating Government, to impose, modify or remove secrecy orders shall remain discretionary with each Government.

(c) Secrecy orders shall apply to the subject matter of the inventions concerned, and prohibit unauthorized disclosure of the same by all persons having access thereto.

(d) Adequate physical security arrangements shall be provided in all Government departments, including Patent Offices, handling inventions of defense interest and all persons in these departments and offices required to handle such inventions shall have been security cleared.

(e) Where patent applications covered by a secrecy order are handled by patent attorneys or agents in private practice, arrangements shall be made for the security clearance of these attorneys or agents and such of their employees who may be involved prior to their handling such applications or information relating thereto, as well as for adequate physical security measures in their offices.

(f) Each Government shall take all possible steps to prevent unauthorized foreign filing of patent applications which may involve classified subject matter of defense interest.

(g) Permission for foreign filing of a patent application involving classified subject matter of defense interest shall remain discretionary with each Government or appropriate Government agency. Permission is, however, conditional upon the applicant agreeing to:

(1) Make the invention involved, and such information relating thereto as may be necessary for its proper evaluation, available to the recipient Government for purposes of defense;

(2) Designate a patent attorney or agent in the recipient country who is security cleared in accordance with the provisions of subparagraph 1(e), supra, for completion of the necessary processing of the documents and filing of the application and otherwise representing the patentee there;

(3) Submit as soon as possible to the appropriate Government agency in the country of origin the serial number and filing date of the application in the recipient country;

(4) Waive any right to compensation for damage, which might arise under the laws of the recipient country by virtue of the mere imposition of secrecy on his invention in the recipient country, but reserving any right of action for compensation provided by the laws of the recipient country for use by the Government of that country of the invention disclosed by the application or for unauthorized disclosure of the invention in the recipient country.

(h) The recipient Government shall assign to the invention involved a classification corresponding to that given in the country of origin and shall take effective measures to provide security protection appropriate to such classification.

(i) When secrecy has been imposed on an invention in one country and the inventor has been given permission to apply for a patent in the other country, the patent applications and all communications

regarding the classified aspects of the invention shall pass through diplomatic or other secure channels in conformity with the security laws of the country within whose territory the application or communication is passing. Unclassified formal notifications such as statements of fees, extensions of time limits, etc., may be sent by the patent offices directly to the applicant or his authorized representative without any special security arrangements.

### 2. Applications Originating in the United States

The following provisions shall apply when, for defense purposes, a United States patent application involving classified subject matter of defense interest has been placed in secrecy and the applicant wishes to file a corresponding application in Sweden:

(a) When permission to file in Sweden has been obtained, two copies of the documents for the Swedish application shall be forwarded to the defense agency which initiated the secrecy order.

(b) The defense agency shall transmit the copies simultaneously as follows:

(1) One copy to the Swedish Embassy in the United States for use by the Swedish Government for defense purposes; and

(2) One copy to the United States Embassy in Sweden with a letter indicating the security classification given to the application in the United States and stating that the invention involved and such information relating thereto as was necessary for its proper evaluation for defense purposes has been made available to the Swedish Government for purposes of defense and that the applicant has authorization to file a corresponding application in Sweden.

(c) The United States Embassy shall inquire of the Civil Administration of the Armed Forces (*Forsvarets civilforvaltning*) as to whether the designated patent attorney or agent is security cleared in accordance with subparagraph 1(e), supra.

(d) When a security cleared patent attorney or agent has been designated, the United States Embassy shall transmit the documents for the application and the letter mentioned in subparagraph 2(b), supra, to him in a manner consistent with Swedish security regulations. Upon filing in the Swedish Patent Office, the patent attorney or agent shall forward to the Civil Administration of the Armed Forces a copy of the application as filed, and a copy of the document issued by the United States Government to the applicant permitting him to file in Sweden.

(e) As the application involves classified subject matter of defense interest, the Government of Sweden shall then place the application in secrecy.

### 3. Applications Originating in Sweden

The following provisions shall apply when, for defense purposes, a Swedish patent application involving classified subject matter of

defense interest has been placed in secrecy and the applicant wishes to file a corresponding application in the United States:

(a) When permission to file in the United States has been obtained, two copies of the documents for the United States application shall be forwarded to the Civil Administration of the Armed Forces.

(b) The Civil Administration of the Armed Forces shall transmit the copies simultaneously as follows:

(1) One copy to the United States Embassy in Sweden for use by the United States Government for defense purposes; and

(2) One copy to the Swedish Embassy in the United States with a letter indicating the security classification given to the application in Sweden and stating that the invention involved and such information relating thereto as was necessary for its proper evaluation for defense purposes has been made available to the United States Government for purposes of defense and that the applicant has authorization to file a corresponding application in the United States.

(c) The Swedish Embassy shall inquire of the Secretary of the Armed Services Patent Advisory Board, Patents Division, Office of the Judge Advocate General, Department of the Army, as to whether the American patent attorney or agent is security cleared in accordance with subparagraph 1(e), supra.

(d) When a security cleared patent attorney or agent has been designated, the Swedish Embassy shall transmit the documents for the application and the letter mentioned in subparagraph 3(b), supra, to him in a manner consistent with United States security regulations. Upon filing in the United States Patent Office, the patent attorney or agent shall forward to the Secretary of the Armed Services Patent Advisory Board a copy of the application as filed, and a copy of the document issued by the Swedish Government to the applicant permitting him to file in the United States.

(e) As the application involves classified subject matter of defense interest, the Government of the United States shall then place the application in secrecy.

#### 4. Removal of Secrecy

Before the Government of origin removes a secrecy order on an invention, covered by a patent application filed in the Patent Office of the recipient Government in accordance with these procedures, it shall give the recipient Government at least six weeks notice of its intention to do so and shall take into account, as far as possible, any representations made by the other Government during this period. When the recipient Government desires the removal of the secrecy order on such an invention it shall consult with the Government of origin and the two Governments jointly shall agree upon the date when the removal of secrecy is to be effected.

5. Notification of Changes in Laws and Regulations

Each Government shall give the other Government prompt notice through the Technical Property Committee of any changes in its laws or regulations affecting these procedures.

*The Swedish Ambassador to the Secretary of State*

ROYAL  
SWEDISH EMBASSY

NOVEMBER 17, 1964

SIR,

I have the honor to refer to the Agreement between the Government of Sweden and the Government of the United States, effected by notes exchanged in Washington on October 4, 1962, relating to the Protection of Rights in Patents and Technical Information when there are transfers between our two Governments of information, equipment, materials, or services relating to defense.

I also have the honor to acknowledge receipt of your Note, dated October 20, 1964, forwarding a copy of the proposed implementing procedures as provided for in the above mentioned agreement, "Procedures for Reciprocal Filing of Classified Patent Applications in Sweden and the United States of America", as slightly revised after a suggestion made by the Swedish Government.

I now have the pleasure to confirm that the said procedures are acceptable to the Government of Sweden. It is further understood that these procedures will enter into force on this very day.

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

HUBERT DE BESCHE

Hubert de Besche

The Honorable  
DEAN RUSK  
*Secretary of State*



# BRAZIL

## Extradition

*Treaty and additional protocol signed at Rio de Janeiro January 13, 1961, and June 18, 1962, respectively;*  
*Ratification advised by the Senate of the United States of America May 16, 1961, and October 22, 1963, respectively;*  
*Ratified by the President of the United States of America May 29, 1961, and October 29, 1963, respectively;*  
*Ratified by Brazil August 25, 1964;*  
*Ratifications exchanged at Washington November 17, 1964;*  
*Proclaimed by the President of the United States of America November 20, 1964;*  
*Entered into force December 17, 1964.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA  
A PROCLAMATION

WHEREAS a treaty of extradition between the United States of America and the United States of Brazil was signed at Rio de Janeiro on January 13, 1961 and an additional protocol thereto was signed at Rio de Janeiro on June 18, 1962, the originals of which treaty and additional protocol, being in the English and Portuguese languages, are word for word as follows:

**TREATY OF EXTRADITION BETWEEN THE UNITED STATES  
OF AMERICA AND THE UNITED STATES OF BRAZIL**

The United States of America and the United States of Brazil, desiring to make more effective the cooperation of their respective countries in the repression of crime, have resolved to conclude a treaty of extradition and for this purpose have appointed the following Plenipotentiaries:

The President of the United States of America: His Excellency John Moors Cabot, Ambassador of the United States of America to Brazil, and

The President of the United States of Brazil: His Excellency Horacio Lafer, Minister of State for External Relations,

Who, having communicated to each other their respective full powers, found to be in good and due form, agree as follows:

**ARTICLE I**

Each Contracting State agrees, under the conditions established by the present Treaty and each in accordance with the legal formalities in force in its own country, to deliver up, reciprocally, persons found in its territory who have been charged with or convicted of any of the crimes or offenses specified in Article II of the present Treaty and committed within the territorial jurisdiction of the other, or outside thereof under the conditions specified in Article IV of the present Treaty; provided that such surrender shall take place only upon such evidence of criminality as, according to the laws of the place where the fugitive or person so charged shall be found, would justify his commitment for trial if the crime or offense had been there committed.

**ARTICLE II**

Persons shall be delivered up according to the provisions of the present Treaty for prosecution when they have been charged with, or to undergo sentence when they have been convicted of, any of the following crimes or offenses:

1. Murder (including crimes designated as parricide, poisoning, and infanticide, when provided for as separate crimes); manslaughter when voluntary.
2. Rape; abortion; carnal knowledge of (or violation of) a girl under the age specified by law in such cases in both the requesting and requested States.
3. Malicious wounding; willful assault resulting in grievous bodily harm.

## TRATADO DE EXTRADIÇÃO ENTRE OS ESTADOS UNIDOS DA AMÉRICA E OS ESTADOS UNIDOS DO BRASIL

Os Estados Unidos da América e os Estados Unidos do Brasil, desejando tornar mais eficaz a cooperação dos respectivos países na repressão ao crime, resolveram celebrar um Tratado de Extradicação e, para esse fim, nomearam os seguintes Plenipotenciários:

O Presidente dos Estados Unidos da América, Sua Excelência o Senhor John Moors Cabot, Embaixador dos Estados Unidos da América,

O Presidente dos Estados Unidos do Brasil, Sua Excelência o Senhor Horacio Lafer, Ministro de Estado das Relações Exteriores,

Os quais, depois de haverem exibido os seus Plenos Poderes, achados em boa e devida forma, convêm no seguinte:

### ARTIGO 1º

Cada Estado Contratante concorda, nas condições estabelecidas pelo presente Tratado e de acôrdo com as formalidades legais nêle vigentes, com a entrega recíproca dos indivíduos que, encontrando-se em seu território, tenham sido processados ou condenados, por qualquer dos crimes ou delitos especificados no artigo 2º do presente Tratado, cometidos na jurisdição territorial do outro, ou, fora dela, nas condições especificadas no artigo 4º do presente Tratado; contanto que tal entrega só se efetue à vista de prova de culpa que, de acordo com as leis do lugar em que o indivíduo acusado se encontrar e se o crime ou delito aí se tivesse cometido, justificaria a submissão do mesmo a julgamento.

### ARTIGO 2º

Serão entregues, de acôrdo com as disposições do presente Tratado, para serem processados quando tiverem sido inculpados, ou para cumprirem sentença quando tiverem sido condenados, os indivíduos que hajam cometido qualquer dos seguintes crimes ou delitos:

1. Homicídio doloso, (inclusive os crimes designados como parricídio, envenenamento e infanticídio, quando previstos como figuras delituosas autônomas);
2. Estupro, abôrto, conjunção carnal com (ou violação de) mulher considerada de menor idade, para tais efeitos, pelas leis tanto do Estado requerente quanto do requerido;
3. Lesões corporais dolosas; agressão de que resultam lesões corporais graves;

4. Abduction, detention, deprivation of liberty, or enslavement of women or girls for immoral purposes.
5. Kidnapping or abduction of minors or adults for the purpose of extorting money from them or their families or any other person or persons, or for any other unlawful end.
6. Bigamy.
7. Arson.
8. The malicious and unlawful damaging of railways, trains, vessels, aircraft, bridges, vehicles, and other means of travel or of public or private buildings, or other structures, when the act committed shall endanger human life.
9. Piracy, by the law of nations; mutiny on board a vessel or an aircraft for the purpose of rebelling against the authority of the Captain or Commander of such vessel or aircraft; or by fraud or violence taking possession of such vessel or aircraft.
10. Burglary, defined to be the breaking into or entering either in day or night time, a house, office, or other building of a government, corporation, or private person, with intent to commit a felony therein; housebreaking.
11. Robbery.
12. Forgery or the utterance of forged papers.
13. The forgery, falsification, theft or destruction of the official acts or public records of the government or public authority, including Courts of Justice, or the uttering or fraudulent use of the same.
14. The fabrication or the utterance, circulation or fraudulent use of any of the following objects: counterfeit money, whether coin or paper; counterfeit titles or coupons of public debt, created by national, state, provincial, territorial, local, or municipal governments; counterfeit bank notes or other instruments of public credit; and counterfeit seals, stamps, dies, and marks of State or public administration.
15. The introduction of instruments for the fabrication of counterfeit coins or bank notes or other paper currency as money.
16. Embezzlement by any person or persons hired, salaried or employed, to the detriment of their employers or principals.
17. Larceny.
18. Obtaining money, valuable securities or other property by false pretenses, or by threats of injury.
19. Receiving any money, valuable securities or other property knowing the same to have been unlawfully obtained.
20. Fraud or breach of trust by a bailee, banker, factor, trustee, executor, administrator, guardian, director or officer of any company or corporation or by anyone in any fiduciary capacity.
21. Willful non-support or willful abandonment of a minor or other dependent person when death or serious bodily injury results therefrom.

4. Rapto, sequestração, privação da liberdade, ou escravização de mulheres ou moças para fins imorais;

5. Rapto de menores ou de adultos para extorquir dinheiro dêles, ou de suas famílias, ou de qualquer outra pessoa ou pessoas, ou para algum outro fim ilegal;

6. Bigamia;

7. Incêndio;

8. Dano, doloso e ilegal, em estradas de ferro, trens, embarcações, aeronaves, pontes, veículos, e outros meios de transporte ou em edifícios públicos ou privados, ou em outras estruturas, quando o ato cometido puser em perigo a vida humana;

9. Pirataria, segundo o direito internacional; motim a bordo de embarcação ou aeronave com o propósito de rebelar-se contra a autoridade do Capitão ou Comandante de tal embarcação ou aeronave; ou, por fraude ou violência, apossar-se da mesma embarcação ou aeronave;

10. Entrada em casa alheia, com violência;

11. Roubo;

12. Falsificação ou emissão de papéis e títulos falsificados;

13. Falsificação por fabricação ou alteração, furto ou destruição de atos oficiais, livros de registro ou documentos públicos do Governo ou da autoridade pública, inclusive órgãos judiciários, ou a emissão ou o uso fraudulento dos mesmos;

14. Falsificação ou emissão, circulação ou uso fraudulento de qualquer dos seguintes objetos: moeda metálica ou papel-moeda; falsos títulos ou cupões da dívida pública nacional, estadual, territorial, local ou municipal; notas falsas de banco ou outros papéis de crédito público; e falsos sinetes, selos, estampilhas, cunhos e marcas de Estado ou da administração pública;

15. Importação de instrumentos para a fabricação de moeda-metálica, ou papel-moeda ou notas de banco falsas;

16. Apropriação indébita por qualquer pessoa ou pessoas contratadas, assalariadas ou empregadas, em detrimento dos respectivos empregadores ou mandantes;

17. Furto;

18. Obtenção de dinheiro, títulos de valor ou outros bens por meio de falsas alegações ou ameaças de violência;

19. Recepção de dinheiro, títulos de valor ou outros bens, sabendo que foram obtidos ilegalmente;

20. Fraude, ou abuso de confiança, por fiador, banqueiro, agente, comissário, depositário, executor, administrador, tutor, diretor ou funcionário de companhia ou sociedade anônima, ou por qualquer pessoa em posição fiduciária;

21. Desamparo ou abandono, deliberado, de menor ou outra pessoa dependente, quando resultar morte ou lesão corporal grave;

22. Perjury (including willfully false expert testimony); subornation of perjury.
23. Soliciting, receiving, or offering bribes.
24. The following offenses when committed by public officials: extortion; embezzlement.
25. Crimes or offenses against the bankruptcy laws.
26. Crimes or offenses against the laws of both countries for the suppression of slavery and slave trading.
27. Crimes or offenses against the laws relating to the traffic in, use of, or production or manufacture of, narcotic drugs or cannabis.
28. Crimes or offenses against the laws relating to the illicit manufacture of or traffic in substances injurious to health, or poisonous chemicals.
29. Smuggling, defined to be the act of willfully and knowingly violating the customs laws with intent to defraud the revenue by international traffic in merchandise subject to duty.
30. Aiding the escape of a prisoner by force of arms.
31. Use of explosives so as to endanger human life or property.
32. Procurement, defined as the procuring or transporting of a woman or girl under age, even with her consent, for immoral purposes, or of a woman or girl over age, by fraud, threats, or compulsion, for such purposes with a view in either case to gratifying the passions of another person; profiting from the prostitution of another.
33. The attempt to commit any of the above crimes or offenses, when such attempt is made a separate offense by the laws of the Contracting States.
34. Participation in any of the above crimes or offenses.

#### ARTICLE III

Except as otherwise provided in the present Treaty, the requested State shall extradite a person accused or convicted of any crime or offense enumerated in Article II only when both of the following conditions exist:

1. The law of the requesting State, in force when the crime or offense was committed, provides a possible penalty of deprivation of liberty for a period of more than one year; and
2. The law in force in the requested State generally provides a possible penalty of deprivation of liberty for a period of more than one year which would be applicable if the crime or offense were committed in the territory of the requested State.

#### ARTICLE IV

When the crime or offense has been committed outside the territorial jurisdiction of the requesting State, the request for extradition need not be honored unless the laws of the requesting State and those of the requested State authorize punishment of such crime or offense in this circumstance.

22. Falso testemunho (inclusive falsa perícia); subôrno de testemunha ou perito;
23. Solicitar, receber ou oferecer subôrno;
24. Concussão; peculato;
25. Crimes ou delitos falimentares;
26. Crimes ou delitos contra as leis de ambos os países para a supressão da escravidão e do tráfico de escravos;
27. Crimes ou delitos contra as leis relativas ao tráfico, uso, ou produção ou manufatura de narcóticos ou "cannabis";
28. Crimes ou delitos contra as leis relativas à manufatura ou tráfico ilícito de substâncias prejudiciais à saúde, ou de produtos químicos venenosos;
29. Contrabando, definido como sendo o ato de, propositadamente e com conhecimento de causa, violar as leis alfandegárias, com a intenção de defraudar a arrecadação da renda, pelo tráfico internacional de mercadoria sujeita a pagamento de direitos;
30. Ajuda à fuga de prisioneiro pela força de armas;
31. Uso de explosivos de modo a pôr em perigo a vida humana ou a propriedade;
32. Lenocínio e tráfico de mulheres, definido como a obtenção ou o transporte de menor do sexo feminino, ainda que com o consentimento da mesma, para fins imorais, ou de mulher adulta, por fraude, ameaças ou coerção, para tais fins, com vistas a, em qualquer dos casos, satisfazer a lascívia de outrem; aproveitar-se da prostituição alheia;
33. Tentativa de qualquer dos crimes ou delitos acima, quando prevista como figura delituosa autônoma pelas leis dos Estados Contratantes;
34. Participação em qualquer dos crimes acima.

#### ARTIGO 3º

Salvo disposição em contrário do presente Tratado, o Estado requerido só extraditará o indivíduo acusado ou condenado por qualquer crime ou delito enumerado no Artigo 2º quando se verifiquem ambas as condições seguintes:

1. A lei do Estado requerente, em vigor no momento em que o crime ou o delito foi cometido, comina pena de privação da liberdade que possa exceder de um ano; e
2. A lei em vigor no Estado requerido comina, em geral, para o mesmo crime ou delito, quando cometido em seu território, pena de privação da liberdade que possa exceder de um ano.

#### ARTIGO 4º

Quando o crime ou delito tiver sido cometido fora da jurisdição territorial do Estado requerente, o pedido de extradição poderá não ter andamento se as leis do Estado requerente e as do Estado requerido não autorizam a punição de tal crime ou delito, nesse caso.

The words "territorial jurisdiction" as used in this Article and in Article I of the present Treaty mean: territory, including territorial waters, and the airspace thereover, belonging to or under the control of one of the Contracting States; and vessels and aircraft belonging to one of the Contracting States or to a citizen or corporation thereof when such vessel is on the high seas or such aircraft is over the high seas.

#### ARTICLE V

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

1. When the requested State is competent, according to its laws, to prosecute the person whose surrender is sought for the crime or offense for which that person's extradition is requested and the requested State intends to exercise its jurisdiction.
2. When the person whose surrender is sought has already been or is at the time of the request being prosecuted in the requested State for the crime or offense for which his extradition is requested.
3. When the legal proceedings or the enforcement of the penalty for the crime or offense committed has become barred by limitation according to the laws of either the requesting State or the requested State.
4. When the person sought would have to appear, in the requesting State, before an extraordinary tribunal or court.
5. When the crime or offense for which the person's extradition is requested is purely military.
6. When the crime or offense for which the person's extradition is requested is of a political character. Nevertheless
  - a. The allegation by the person sought of political purpose or motive for the request for his extradition will not preclude that person's surrender if the crime or offense for which his extradition is requested is primarily an infraction of the ordinary penal law. In such case the delivery of the person being extradited will be dependent on an undertaking on the part of the requesting State that the political purpose or motive will not contribute toward making the penalty more severe.
  - b. Criminal acts which constitute clear manifestations of anarchism or envisage the overthrow of the bases of all political organizations will not be classed as political crimes or offenses.
  - c. The determination of the character of the crime or offense will fall exclusively to the authorities of the requested State.

#### ARTICLE VI

When the commission of the crime or offense for which the extradition of the person is sought is punishable by death under the laws of

Para efeitos dêste artigo e do artigo 1º do presente Tratado, a expressão “jurisdição territorial” significa: o território, inclusive as águas territoriais, e o espaço aéreo superjacente, pertencente a, ou sob o controle de, um dos Estados Contratantes; e embarcações e aeronaives pertencentes a um dos Estados Contratantes ou a cidadão ou emprêsa dos mesmos, quando tal embarcação estiver em alto mar ou tal aeronave sobre o alto mar.

#### ARTIGO 5º

Não será concedida a extradição em qualquer das seguintes circunstâncias:

1. Quando o Estado requerido, sendo competente, segundo suas leis, para processar o indivíduo, cuja entrega é pedida, pelo crime ou delito que determinou o pedido de extradição, pretenda exercer sua jurisdição;
2. Quando o indivíduo cuja entrega é pedida já tenha sido julgado ou, ao tempo do pedido, esteja sendo processado no Estado requerido, pelo crime ou delito que ocasionou o pedido de extradição;
3. Quando a ação ou a pena, pelo crime ou delito cometido, já tenha prescrito, segundo as leis, quer do Estado requerente quer do requerido;
4. Quando o reclamado tiver que comparecer, no Estado requerente, perante Tribunal ou Corte de exceção;
5. Quando o crime ou delito, que ocasionou o pedido de extradição, fôr puramente militar;
6. Quando o crime ou delito, que ocasionou o pedido de extradição, fôr de caráter político. Entretanto:
  - a. A alegação, pelo indivíduo reclamado, de que o pedido de sua extradição tem fim ou motivo político, não impedirá a entrega do extraditando se o crime ou delito, que justifica o pedido de extradição, fôr principalmente uma infração da lei penal comum. Em tal caso, a entrega do extraditando ficará dependente de compromisso, da parte do Estado requerente, de que o fim, ou motivo político não concorrerá para agravar a pena;
  - b. os atos delituosos que constituem francas manifestações de anarquismo ou visam à subversão da base de toda organização política não serão reputados crimes ou delitos políticos;
  - c. a apreciação do caráter do crime ou delito caberá exclusivamente às autoridades do Estado requerido.

#### ARTIGO 6º

Quando ao crime ou delito, em que se baseia o pedido de extradição, fôr aplicável a pena de morte, segundo as leis do Estado re-

the requesting State and the laws of the requested State do not permit this punishment, the requested State shall not be obligated to grant the extradition unless the requesting State provides assurances satisfactory to the requested State that the death penalty will not be imposed on such person.

#### ARTICLE VII

There is no obligation upon the requested State to grant the extradition of a person who is a national of the requested State, but the executive authority of the requested State shall, subject to the appropriate laws of that State, have the power to surrender a national of that State if, in its discretion, it be deemed proper to do so.

#### ARTICLE VIII

The Contracting States may request, one from the other, through the channel of their respective diplomatic or consular agents, the provisional arrest of a fugitive as well as the seizure of articles relating to the crime or offense.

The request for provisional arrest shall be granted provided that the crime or offense for which the extradition of the fugitive is sought is one for which extradition shall be granted under the present Treaty and provided that the request contains:

1. A statement of the crime or offense of which the fugitive is accused or convicted;
2. A description of the person sought for the purpose of identification;
3. A statement of the probable whereabouts of the fugitive, if known; and
4. A declaration that there exist and will be forthcoming the relevant documents required by Article IX of the present Treaty.

If, within a maximum period of 60 days from the date of the provisional arrest of the fugitive in accordance with this Article, the requesting State does not present the formal request for his extradition, duly supported, the person detained will be set at liberty and a new request for his extradition will be accepted only when accompanied by the relevant documents required by Article IX of the present Treaty.

#### ARTICLE IX

The request for extradition shall be made through diplomatic channels or, exceptionally, in the absence of diplomatic agents, it may be made by a consular officer, and shall be supported by the following documents:

1. In the case of a person who has been convicted of the crime or offense for which his extradition is sought: a duly certified or authenticated copy of the final sentence of the competent court.

querente, e as leis do Estado requerido não admitirem esta pena, o Estado requerido não será obrigado a conceder a extradição, salvo se o Estado requerente der garantias, que satisfaçam ao Estado requerido, de que a pena de morte não será imposta a tal pessoa.

#### ARTIGO 7º

Não há obrigação para o Estado requerido de conceder a extradição de um seu nacional. A autoridade executiva do Estado requerido, de acordo com as leis do mesmo, poderá, entretanto, entregar um nacional do referido Estado se lhe parecer apropriado.

#### ARTIGO 8º

Os Estados Contratantes poderão solicitar, um do outro, por meio dos respectivos agentes diplomáticos ou consulares, a prisão preventiva de um fugitivo, assim como a apreensão dos objetos relativos ao crime ou delito.

O pedido de prisão preventiva será concedido desde que o crime ou delito, em que se baseia o pedido de extradição do fugitivo, seja um dos que justificam a extradição, de acordo com o presente Tratado e desde que o pedido contenha:

1. Indicação do crime ou delito do qual o fugitivo é acusado ou pelo qual foi sentenciado;
2. Descrição do indivíduo reclamado, para fins de identificação;
3. Indicação do paradeiro provável do fugitivo, se conhecido; e
4. Declaração de que existem e serão fornecidos os documentos relevantes exigidos pelo Artigo 9º do presente Tratado.

Se, dentro do prazo máximo de 60 dias, contados da data da prisão preventiva do fugitivo, de acordo com o presente Artigo, o Estado requerente não apresentar o pedido formal de sua extradição, devidamente instruído, o extraditando será posto em liberdade e só se admitirá novo pedido de extradição se acompanhado dos documentos relevantes exigidos pelo Artigo 9º do presente Tratado.

#### ARTIGO 9º

O pedido de extradição será feito por via diplomática ou, excepcionalmente, na ausência de agentes diplomáticos, por agente consular, e será instruído com os seguintes documentos:

1. No caso de indivíduo que tenha sido condenado pelo crime ou delito em que se baseia o pedido de extradição: uma cópia, devidamente certificada ou autenticada, da sentença final do juízo competente;

2. In the case of a person who is merely charged with the crime or offense for which his extradition is sought: a duly certified or authenticated copy of the warrant of arrest or other order of detention issued by the competent authorities of the requesting State, together with the depositions upon which such warrant or order may have been issued and such other evidence or proof as may be deemed competent in the case.

The documents specified in this Article must contain a precise statement of the criminal act of which the person sought is charged or convicted, the place and date of the commission of the criminal act, and they must be accompanied by an authenticated copy of the texts of the applicable laws of the requesting State including the laws relating to the limitation of the legal proceedings or the enforcement of the penalty for the crime or offense for which the extradition of the person is sought, and data or records which will prove the identity of the person sought.

The documents in support of the request for extradition shall be accompanied by a duly certified translation thereof into the language of the requested State.

#### ARTICLE X

When the extradition of a person has been requested by more than one State, action thereon will be taken as follows:

1. If the requests deal with the same criminal act, preference will be given to the request of the State in whose territory the act was performed.

2. If the requests deal with different criminal acts, preference will be given to the request of the State in whose territory the most serious crime or offense, in the opinion of the requested State, has been committed.

3. If the requests deal with different criminal acts, but which the requested State regards as of equal gravity, the preference will be determined by the priority of the requests.

#### ARTICLE XI

The determination that extradition based upon the request therefor should or should not be granted shall be made in accordance with the domestic law of the requested State, and the person whose extradition is desired shall have the right to use such remedies and recourses as are authorized by such law.

#### ARTICLE XII

If at the time the appropriate authorities of the requested State shall consider the documents submitted by the requesting State, as required in Article IX of the present Treaty, in support of its request for the extradition of the person sought, it shall appear that such documents do not constitute evidence sufficient to warrant extradition

2. No caso de indivíduo que é meramente acusado do crime ou delito em que se baseia o pedido de extradição: uma cópia, devidamente certificada ou autenticada, do mandado de prisão ou outra ordem de detenção expedida pelas autoridades competentes do Estado requerente, juntamente com os depoimentos que serviram de base à expedição de tal mandado ou ordem e qualquer outra prova julgada hábil para o caso.

Os documentos relacionados neste Artigo devem conter indicação precisa do ato criminoso do qual o indivíduo reclamado é acusado ou pelo qual foi condenado e do lugar e data em que o mesmo foi cometido, e devem ser acompanhados de cópia autenticada dos textos das leis aplicáveis do Estado requerente, inclusive as leis relativas à prescrição da ação ou da pena, e dados ou documentos que provem a identidade do indivíduo reclamado.

Os documentos que instruem o pedido de extradição serão acompanhados de uma tradução, devidamente certificada, na língua do Estado requerido.

#### ARTIGO 10

Quando a extradição de um indivíduo fôr pedida por mais de um Estado, proceder-se-á da maneira seguinte:

1. Se os pedidos se referirem ao mesmo ato criminoso, será dada preferência ao pedido do Estado em cujo território o ato tiver sido cometido;
2. Se os pedidos se referirem a atos criminosos diferentes, será dada preferência ao pedido do Estado em cujo território tiver sido cometido o crime mais grave, a juízo do Estado requerido;

3. Se os pedidos se referirem a atos criminosos diferentes, mas que o Estado requerido repute de igual gravidade, a preferência será determinada pela prioridade do pedido.

#### ARTIGO 11

A concessão, ou não, da extradição pedida será feita de acordo com o direito interno do Estado requerido, e o indivíduo cuja extradição é desejada terá o direito de usar os recursos autorizados por tal direito.

#### ARTIGO 12

Se, ao serem examinados pelas autoridades competentes do Estado requerido os documentos submetidos pelo Estado requerente, exigidos pelo Artigo 9º do presente Tratado para instrução do pedido de extradição, parecer que tais documentos não constituem prova suficiente para a extradição nos termos do presente Tratado, tal

under the provisions of the present Treaty of the person sought, such person shall be set at liberty unless the requested State or the proper tribunal thereof shall, in conformity with its own laws, order an extension of time for the submission by the requesting State of additional evidence.

#### ARTICLE XIII

Extradition having been granted, the surrendering State shall communicate promptly to the requesting State that the person to be extradited is held at its disposition.

If, within 60 days counting from such communication—except when rendered impossible by *force majeure* or by some act of the person being extradited or the surrender of the person is deferred pursuant to Articles XIV or XV of the present Treaty—such person has not been delivered up and conveyed out of the jurisdiction of the requested State, the person shall be set at liberty.

#### ARTICLE XIV

When the person whose extradition is requested is being prosecuted or is serving a sentence in the requested State, the surrender of that person under the provisions of the present Treaty shall be deferred until the person is entitled to be set at liberty, on account of the crime or offense for which he is being prosecuted or is serving a sentence, for any of the following reasons: dismissal of the prosecution, acquittal, expiration of the term of the sentence or the term to which such sentence may have been commuted, pardon, parole, or amnesty.

#### ARTICLE XV

When, in the opinion of competent medical authority, duly sworn to, the person whose extradition is requested cannot be transported from the requested State to the requesting State without serious danger to his life due to his grave illness, the surrender of the person under the provisions of the present Treaty shall be deferred until such time as the danger, in the opinion of the competent medical authority, has been sufficiently mitigated.

#### ARTICLE XVI

The requesting State may send to the requested State one or more duly authorized agents, either to aid in the identification of the person sought or to receive his surrender and to convey him out of the territory of the requested State.

Such agents, when in the territory of the requested State, shall be subject to the applicable laws of the requested State, but the expenses which they incur shall be for the account of the State which has sent them.

indivíduo será pôsto em liberdade, salvo se o Estado requerido, ou um juízo competente do mesmo, ordenar, de conformidade com as respectivas leis, uma prorrogação para que o Estado requerente apresente prova adicional.

#### ARTIGO 13

Concedida a extradição, o Estado requerido comunicará imediatamente ao Estado requerente que o extraditando se encontra preso à sua disposição.

Se dentro de 60 dias, contados de tal comunicação, o indivíduo reclamado não tiver sido entregue e transportado para fora da jurisdição do Estado requerido, será ele pôsto em liberdade, exceto quando a entrega não puder efetuar-se por motivo de força maior, ou em consequência de ato do extraditando ou da aplicação dos Artigos 14 ou 15 do presente Tratado.

#### ARTIGO 14

Quando o indivíduo, cuja extradição é pedida, estiver sendo processado criminalmente ou cumprindo sentença no Estado requerido, a entrega do mesmo, nos termos do presente Tratado, será adiada até que a referida ação penal ou sentença termine por qualquer das seguintes razões: rejeição da ação, absolvição, expiração do prazo da sentença ou do prazo em que tal sentença tiver sido comutada, indulto, livramento condicional ou anistia.

#### ARTIGO 15

Quando, na opinião de autoridade médica competente, devidamente atestada, o indivíduo, cuja extradição é pedida, não puder ser transportado do Estado requerido para o Estado requerente sem perigo sério de vida em virtude de doença grave, sua entrega, de acordo com o presente Tratado, será adiada até que o perigo tenha sido suficientemente afastado, na opinião da autoridade médica competente.

#### ARTIGO 16

O Estado requerente poderá enviar ao Estado requerido um ou mais agentes, devidamente autorizados, quer para auxiliarem no reconhecimento do indivíduo reclamado, quer para o receberem e conduzi-lo para fora do território do Estado requerido.

Tais agentes, quando no território do Estado requerido, ficarão subordinados às leis dêste, mas os gastos que fizerem correrão por conta do Estado que os tiver enviado.

### ARTICLE XVII

Expenses related to the transportation of the person extradited shall be paid by the requesting State. The appropriate legal officers of the country in which the extradition proceedings take place shall, by all legal means within their power, assist the officers of the requesting State before the respective judges and magistrates. No pecuniary claim, arising out of the arrest, detention, examination and surrender of fugitives under the terms of the present Treaty, shall be made by the requested State against the requesting State other than as specified in the second paragraph of this Article and other than for the lodging, maintenance, and board of the person being extradited prior to his surrender.

The legal officers, other officers of the requested State, and court stenographers in the requested State who shall, in the usual course of their duty, give assistance and who receive no salary or compensation other than specific fees for services performed, shall be entitled to receive from the requesting State the usual payment for such acts or services performed by them in the same manner and to the same amount as though such acts or services had been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

### ARTICLE XVIII

A person who, after surrender by either of the Contracting States to the other under the terms of the present Treaty, succeeds in escaping from the requesting State and takes refuge in the territory of the State which has surrendered him, or passes through it in transit, will be detained, upon simple diplomatic request, and surrendered anew, without other formalities, to the State to which his extradition was granted.

### ARTICLE XIX

Transit through the territory of one of the Contracting States of a person in the custody of an agent of the other Contracting State, and surrendered to the latter by a third State, and who is not of the nationality of the country of transit, shall, subject to the provisions of the second paragraph of this Article, be permitted, independently of any judicial formalities, when requested through diplomatic channels and accompanied by the presentation in original or in authenticated copy of the document by which the State of refuge has granted the extradition. In the United States of America, the authority of the Secretary of State of the United States of America shall be first obtained.

The permission provided for in this Article may nevertheless be refused if the criminal act which has given rise to the extradition does not constitute a crime or offense enumerated in Article II of the present Treaty, or when grave reasons of public order are opposed to the transit.

## ARTIGO 17

As despesas relativas ao transporte do extraditado serão pagas pelo Estado requerente. Os funcionários competentes da justiça do país em que se processse a extradição devem, por todos os meios legais a seu alcance, auxiliar os funcionários do Estado requerente, perante os juízes e magistrados competentes. Nenhuma reclamação pecuniária, resultante da prisão, detenção, exame e entrega de fugitivos, nos termos do presente Tratado, poderá ser feita pelo Estado requerido contra o Estado requerente a não ser as especificadas no 2º parágrafo dêste Artigo e as que digam respeito ao alojamento e manutenção do extraditando, anteriores à sua entrega.

Os funcionários da justiça, ou outros do Estado requerido e estenógrafos judiciários do Estado requerido que, no curso normal de suas atribuições, prestarem assistência, e que não recebem salário ou compensação alguma além de retribuição específica por serviços prestados, terão direito a receber do Governo requerente o pagamento usual por tais atos, ou serviços, da mesma forma, e na mesma importância, como se tais atos ou serviços tivessem sido prestados em processo criminal ordinário sob as leis do país de que são funcionários.

## ARTIGO 18

O indivíduo que, depois de entregue por qualquer dos Estados Contratantes ao outro, segundo as disposições do presente Tratado, lograr fugir do Estado requerente e se refugiar no território do Estado que o entregou, ou por ele passar em trânsito, será detido, mediante simples requisição diplomática, e entregue, de novo, sem outras formalidades, ao Estado a que fôra concedida sua extradição.

## ARTIGO 19

O trânsito, pelo território de um dos Estados Contratantes, de indivíduo, sob custódia de agente do outro Estado e entregue a este por terceiro Estado, e que não seja da nacionalidade do país de trânsito, será permitido, sujeito às disposições do segundo parágrafo dêste Artigo, independentemente de qualquer formalidade judiciária, quando solicitado por via diplomática, com a apresentação, em original ou em cópia autenticada, do documento pelo qual o Estado de refúgio tiver concedido a extradição. Nos Estados Unidos da América, a autorização do Secretário de Estado dos Estados Unidos da América, terá que ser obtida previamente.

A permissão contemplada neste Artigo poderá, no entanto, ser negada se o fato determinante da extradição não constituir crime ou delito enumerado no Artigo 2º do presente Tratado, ou quando graves motivos de ordem pública se oponham ao trânsito.

**ARTICLE XX**

Subject to the rights of third parties, which shall be duly respected:

1. All articles, valuables, or documents which relate to the crime or offense and, at the time of arrest, have been found in the possession of the person sought or otherwise found in the requested State shall be surrendered, with him, to the requesting State.

2. The articles and valuables which may be found in the possession of third parties and which likewise are related to the crime or offense shall also be seized, but may be surrendered only after the rights with regard thereto asserted by such third parties have been determined.

**ARTICLE XXI**

A person extradited by virtue of the present Treaty may not be tried or punished by the requesting State for any crime or offense committed prior to the request for his extradition, other than that which gave rise to the request, nor may he be re-extradited by the requesting State to a third country which claims him, unless the surrendering State so agrees or unless the person extradited, having been set at liberty within the requesting State, remains voluntarily in the requesting State for more than 30 days from the date on which he was released. Upon such release, he shall be informed of the consequences to which his stay in the territory of the requesting State would subject him.

**ARTICLE XXII**

The present Treaty shall be ratified and the ratifications thereof shall be exchanged at Washington, as soon as possible.

The present Treaty shall enter into force one month after the date of exchange of ratifications. It may be terminated at any time by either Contracting State giving notice of termination to the other Contracting State, and the termination shall be effective six months after the date of such notice.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the present Treaty and have affixed hereunto their seals.

DONE in duplicate, in the English and Portuguese languages, both equally authentic, at Rio de Janeiro, this thirteenth day of January, one thousand nine hundred sixty-one.

[SEAL]

JOHN M CABOT

[SEAL]

HORACIO LAFER

**ARTIGO 20**

Ressalvados os direitos de terceiros, que serão devidamente respeitados:

1. Todos os objetos, valores ou documentos que se relacionarem com o crime ou delito e, no momento da prisão, tenham sido encontrados em poder do extraditando, ou que, de qualquer outra maneira, tiverem sido encontrados na jurisdição do Estado requerido, serão entregues, com o extraditado, ao Estado requerente;

2. Os objetos e valores que se encontrarem em poder de terceiros, e tenham igualmente relação com o crime ou delito, serão também apreendidos, mas só serão entregues depois de resolvidas as objeções opostas pelos referidos terceiros.

**ARTIGO 21**

O indivíduo, extraditado em virtude dêste Tratado, não será julgado ou punido pelo Estado requerente por nenhum crime ou delito, cometido anteriormente ao pedido de sua extradição, que não seja o que deu lugar ao pedido, nem poderá ser re-extraditado pelo Estado requerente para terceiro país que o reclame, salvo se nisso convier o Estado requerido, ou se o extraditado, pôsto em liberdade no Estado requerente, permanecer, voluntariamente, no Estado requerente por mais de 30 dias, contados da data em que tiver sido solto. Ao ser pôsto em liberdade, o interessado deverá ser informado das consequências a que o exporia sua permanência no território do Estado requerente.

**ARTIGO 22**

O presente Tratado será ratificado e as ratificações serão trocadas em Washington tão cedo quanto possível.

O presente Tratado entrará em vigor um mês depois da data da troca de ratificações. Poderá ser denunciado a qualquer momento por qualquer dos Estados Contratantes, mediante notificação ao outro Estado Contratante, terminando-se o Tratado seis meses depois da data da referida notificação.

EM FÉ DO QUE, os Plenipotenciários acima nomeados firmam o presente Tratado e nele apuseram seus respectivos selos.

FEITO em dois exemplares, nas línguas inglesa e portuguêsa, ambos igualmente autênticos, no Rio de Janeiro, aos treze dias do mês de janeiro de mil novecentos e sessenta e um.

[SEAL]

JOHN M CAROT

[SEAL]

HORACIO LAFER

**ADDITIONAL PROTOCOL TO THE TREATY OF EXTRADITION  
OF JANUARY 13, 1961, BETWEEN THE UNITED STATES  
OF AMERICA AND THE UNITED STATES OF BRAZIL**

The United States of America and the United States of Brazil,  
Having concluded at Rio de Janeiro, on January 13, 1961, a  
Treaty of Extradition for the purpose of making more effective the  
cooperation between the two countries in the repression of crime,

And desiring to make clear that their respective nationals will be  
subject to extradition only if the constitutional and legal provisions  
in force in their territories permit it,

Have resolved to sign an Additional Protocol to the aforemen-  
tioned Treaty of Extradition and, to this end, have appointed the  
following Plenipotentiaries:

The President of the United States of America: His Excellency  
Lincoln Gordon, Ambassador Extraordinary and Plenipotentiary to  
Brazil, and

The President of the Republic of the United States of Brazil:  
His Excellency Francisco Clementino de San Tiago Dantas, Minister  
of State for External Relations,

Who, having communicated to each other their respective full  
powers, found to be in good and due form, agree as follows:

**ARTICLE I**

Article VII of the Treaty of Extradition concluded between the  
two countries at Rio de Janeiro, on January 13, 1961, shall be  
interpreted as follows:

"The Contracting Parties are not obliged by this Treaty to  
grant extradition of their nationals. However, if the Constitution  
and laws of the requested State do not prohibit it, its executive  
authority shall have the power to surrender a national if, in its  
discretion, it be deemed proper to do so."

**ARTICLE II**

The present Protocol shall enter into force on the same date as  
the Treaty of Extradition of January 13, 1961, and shall cease to be  
effective on the date of the termination of the Treaty.

IN WITNESS HEREOF, the respective Plenipotentiaries have signed  
the present Additional Protocol and have fixed hereunto their seals.

DONE in duplicate, in the English and Portuguese languages,  
both equally authentic, at Rio de Janeiro, on this eighteenth day of  
June, one thousand nine hundred sixty-two.

LINCOLN GORDON

F C DE SAN TIAGO DANTAS

[SEAL]

**PROTÓCOLO ADICIONAL AO TRATADO DE EXTRADIÇÃO  
DE 13 DE JANEIRO DE 1961 ENTRE OS ESTADOS UNIDOS  
DA AMÉRICA E OS ESTADOS UNIDOS DO BRASIL**

Os Estados Unidos da América e os Estados Unidos do Brasil,

Havendo concluído no Rio de Janeiro, a 13 de janeiro de 1961, um Tratado de Extradição para o fim de tornar mais eficaz a cooperação entre os dois países na repressão ao crime,

E desejando deixar bem claro que os seus respectivos nacionais sómente serão passíveis de extradição se o permitirem os preceitos constitucionais e legais vigentes nos territórios de ambos,

Resolveram assinar um Protocolo Adicional ao referido Tratado de Extradição e, para esse fim, nomearam seus Plenipotenciários, a saber:

O Presidente dos Estados Unidos da América: Sua Excelência o Senhor Lincoln Gordon, Embaixador Extraordinário e Plenipotenciário no Brasil, e

O Presidente da República dos Estados Unidos do Brasil: Sua Excelência o Senhor Francisco Clementino de San Tiago Dantas, Ministro de Estado das Relações Exteriores,

Os quais, depois de haverem exibido e trocado os seus Plenos Poderes, achados em boa e devida forma, convieram no seguinte:

**ARTIGO 1º**

O Artigo 7º do Tratado de Extradição concluído entre os dois países no Rio de Janeiro, a 13 de janeiro de 1961, deve ser interpretado da seguinte maneira:

“As Partes Contratantes não se obrigam, pelo presente Tratado, a entregar um seu nacional. Contudo, se os preceitos constitucionais e as leis do Estado requerido não o proibirem, a autoridade executiva do Estado requerido poderá entregar um nacional, se lhe parecer apropriado.”

**ARTIGO 2º**

O presente Protocolo entrará em vigor na mesma data que o Tratado de Extradição de 13 de janeiro de 1961 e cessará os seus efeitos quando este último deixar de vigorar.

EM FÉ DO QUE, os Plenipotenciários acima nomeados firmam o presente Protocolo Adicional e nele apõem seus respectivos selos.

FEITO no Rio de Janeiro, em dois exemplares, nas línguas inglesa e portuguêsa, ambos igualmente autênticos, aos dezoito dias do mês de junho de mil novecentos e sessenta e dois.

LINCOLN GORDON

F C DE SAN TIAGO DANTAS

[SEAL]

WHEREAS the Senate of the United States of America by their resolution of May 16, 1961, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the treaty and by their resolution of October 22, 1963, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the additional protocol;

WHEREAS the President of the United States of America ratified the treaty on May 29, 1961 and the additional protocol on October 29, 1963, in pursuance of the advice and consent of the Senate, and the Government of the United States of Brazil has duly ratified the treaty and the additional protocol;

WHEREAS the respective instruments of ratification of the treaty and the additional protocol were duly exchanged at Washington on November 17, 1964;

AND WHEREAS it is provided in Article XXII of the treaty that the treaty shall enter into force one month after the date of exchange of ratifications, and it is provided in Article II of the additional protocol that the additional protocol shall enter into force on the same date as the treaty;

NOW, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said treaty and additional protocol, to the end that the same and every article and clause thereof may be observed and fulfilled in good faith on and after December 17, 1964, one month after the day of exchange of instruments of ratification, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twentieth day of November  
in the year of our Lord one thousand nine hundred sixty-  
[SEAL] four and of the Independence of the United States of  
America the one hundred eighty-ninth.

LYNDON B. JOHNSON

By the President:

GEORGE W BALL

*Acting Secretary of State*

# **URUGUAY**

## **Air Transport Services**

*Agreement, with annex, signed at Montevideo December 14, 1946;  
Entered into force provisionally December 14, 1946.*

**AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ORIENTAL REPUBLIC OF URUGUAY.**

Having in mind the resolution signed under date of December 7, 1944, at the International Civil Aviation Conference in Chicago, [<sup>1</sup>] for the adoption of a standard form of agreement for air routes and services, and the desirability of mutually stimulating and promoting the further development of air transportation between the United States of America and the Oriental Republic of Uruguay, the two Governments parties to this arrangement agree that the establishment and development of air transport services between their respective territories shall be governed by the following provisions:

**ARTICLE 1**

Each contracting party grants to the other contracting party the rights as specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

**ARTICLE 2**

Each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned. However, the airlines so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and the regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement. In areas of hostilities or of military occupation, or in areas affected thereby, such operations shall be subject to the approval of the competent military authorities.

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<sup>1</sup> *International Civil Aviation Conference, Chicago, Illinois, November 1 to December 7, 1944, Final Act and Related Documents.* Department of State publication 2282.

**ACUERDO DE TRANSPORTE AEREO ENTRE EL GOBIERNO  
DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO  
DE LA REPUBLICA ORIENTAL DEL URUGUAY**

Teniendo en cuenta la resolución firmada con fecha 7 de diciembre de 1944 en la Conferencia Internacional de Aviación Civil de Chicago para adoptar una fórmula standard de acuerdo para rutas y servicios aéreos, y la conveniencia de estimular y promover mutuamente el desarrollo del transporte aéreo entre los Estados Unidos de América y la República Oriental del Uruguay, los dos Gobiernos partes en este arreglo acuerdan que el establecimiento y desarrollo de los servicios de transporte aéreo entre sus respectivos territorios regirán de acuerdo con las siguientes disposiciones.

**ARTICULO 1.**

Cada parte contratante otorgará a la otra parte contratante los derechos, según se especifican en el Anexo adjunto, necesarios para establecer las rutas y servicios aéreos civiles internacionales que en él se describen, ya sea que dichos servicios se inauguren inmediatamente o en fecha posterior a opción de la parte contratante a quien se le otorguen los derechos.—

**ARTICULO 2.**

Cada uno de los servicios aéreos así descriptos se pondrá en funcionamiento tan pronto como la otra parte contratante, a quien se le ha otorgado los derechos de acuerdo con el Artículo 1 para designar una o varias líneas aéreas para la ruta especificada, ha autorizado una línea aérea para tal ruta, y la parte contratante que otorga los derechos estará obligada, conforme al Artículo 6 del presente, a dar el debido permiso de funcionamiento a la o las líneas aéreas correspondientes. No obstante a las líneas aéreas así designadas podrá requerírseles que se habiliten ante las autoridades aeronáuticas competentes de la parte contratante que otorga los derechos en cumplimiento de las leyes y reglamentos normalmente aplicados por estas autoridades antes de permitírseles iniciar las operaciones contempladas por este acuerdo. En zonas de hostilidades o de ocupación militar, o en zonas afectadas por la misma causa, tales operaciones estarán sujetas a la aprobación de las autoridades militares competentes.—

**ARTICLE 3**

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that:

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of the airlines of such contracting party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered, be accorded the same treatment as that applying to national airlines and to airlines of the most-favored-nation.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

**ARTICLE 4**

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party and still in force shall be recognized as valid by the other contracting party for the purpose of operating the routes and services described in the Annex. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

**ARTICLE 5**

(a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airlines designated by the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

(b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or

### ARTICULO 3.

Con el fin de impedir prácticas diferenciales y para asegurar igualdad de tratamiento, ambas partes contratantes acuerdan que:

(a) Cada parte contratante podrá imponer o permitir que se impongan gravámenes justos y razonables por el uso de aeropuertos públicos y otras facilidades bajo su control. Cada una de las partes contratantes acuerdan sin embargo que estos gravámenes no serán más altos que los que tendrían que pagar por el uso de tales aeropuertos y facilidades sus aeronaves nacionales dedicadas a servicios internacionales similares.—

(b) A los combustibles, aceites lubricantes y repuestos introducidos en el territorio de una parte contratante por la otra parte contratante o sus nacionales para el uso exclusivo de las aeronaves de las líneas aéreas de tal parte contratante se les dará, con respecto a la imposición de derechos aduaneros, derechos de inspección u otros derechos nacionales o gravámenes de la parte contratante en cuyo territorio se introduce, el mismo tratamiento que se aplica a las líneas aéreas nacionales y a las líneas aéreas de la nación más favorecida.—

(c) El combustible, aceites lubricantes, repuestos, equipos normales y el abastecimiento que se lleve a bordo de las aeronaves civiles de las líneas aéreas de una parte contratante autorizada a explotar las rutas y servicios descriptos en el Anexo estarán, al llegar o salir del territorio de la otra parte contratante, exentos de derechos aduaneros, impuestos de inspecciones o derechos o gravámenes similares, aunque tales suministros sean usados o consumidos por tales aeronaves en vuelos en ese territorio.—

### ARTICULO 4.

Los certificados de navegabilidad aérea, certificados de competencia y patentes emitidos o validados por una parte contratante y aún en vigencia serán reconocidos como válidos por la otra parte contratante para el fin de explotar las rutas y servicios descriptos en el Anexo. Cada parte contratante se reserva el derecho, sin embargo, a rehusarse a reconocer, en los vuelos sobre su propio territorio, certificados de competencia y patentes otorgados a sus mismos nacionales por otro Estado.

### ARTICULO 5.

(a) Las leyes y reglamentos de una parte contratante que se relacionan con la entrada y salida de su territorio de aeronaves dedicadas a la navegación aérea internacional, o a la explotación y navegación de tales aeronaves mientras están dentro de su territorio, se aplicarán a las aeronaves de las líneas aéreas designadas por la otra parte contratante, y se cumplirán por tales aeronaves al entrar o salir de o mientras están en el territorio de la primera parte.—

(b) Las leyes y reglamentos de una parte contratante con respecto a la entrada o salida de su territorio de pasajeros, tripulación, o

cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the airlines designated by the other contracting party upon entrance into or departure from, or while within the territory of the first party.

#### ARTICLE 6

Each contracting party reserves the right to withhold or revoke the certificate or permit of an airline designated by the other contracting party in the event substantial ownership and effective control of such airline are not vested in nationals of the other contracting party or in case of failure by the airline designated by the other contracting party to comply with the laws and regulations of the contracting party over whose territory it operates as described in Article 5 hereof, or otherwise to fulfill the conditions under which the rights are granted in accordance with this Agreement and its Annex.

#### ARTICLE 7

This Agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization or its successor.

#### ARTICLE 8

Existing rights and privileges relating to air transport services which may have been granted previously by either of the contracting parties to an airline of the other contracting party shall continue in force according to their terms.

#### ARTICLE 9

This Agreement or any of the rights for air transport services granted thereunder may, without prejudice to Article 8 above, be terminated by either contracting party upon giving one year's notice to the other contracting party.

#### ARTICLE 10

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

cargamento de las aeronaves, tales como reglamentos relacionados con entradas, despacho, inmigración, pasaportes, aduanas, y cuarentenas, serán cumplidos por o por cuenta de tales pasajeros, tripulación, o cargamento de las líneas aéreas designadas por la otra parte contratante al entrar o salir o mientras están en el territorio de la primera parte.—

#### ARTICULO 6.

Cada Parte Contratante se reserva el derecho de no otorgar o de revocar el certificado o el permiso de una línea aérea designada por la otra parte contratante en el caso de que dicha línea aérea no sea en manera substancial de propiedad de nacionales de la otra parte contratante y no se halle bajo el control efectivo de los nacionales de dicha parte, o en cualquier caso en que una línea aérea designada por la otra parte contratante no cumpliera con las Leyes y los Reglamentos de la parte contratante sobre cuyo territorio estuviere operando, así como se han descripto en el Artículo 5, o que de otra manera dejara de cumplir con las condiciones bajo las cuales se otorgan los derechos contemplados en este Acuerdo y su Anexo.—

#### ARTICULO 7.

Este Acuerdo y todos los contratos relacionados con él serán inscriptos en la Organización Provisoria Internacional de Aviación Civil o la entidad que la suceda.—

#### ARTICULO 8.

Los derechos y privilegios existentes relacionados con los servicios de transportes aéreo que hubieran sido otorgados anteriormente por cualquiera de las partes contratantes a una línea aérea de la otra parte contratante continuarán en vigor de acuerdo con sus condiciones.—

#### ARTICULO 9.

Este acuerdo o cualquiera de los derechos para servicio de transportes aéreos otorgados bajo tal acuerdo pueden ser revocados, sin perjuicio del artículo 8 del presente acuerdo, por cualquiera de las partes contratantes mediante aviso previo de un año a la otra parte contratante.—

#### ARTICULO 10.

En el caso de que cualquiera de las partes contratantes considere conveniente modificar las rutas o condiciones fijadas en el adjunto Anexo, esa parte contratante podrá solicitar una consulta entre las autoridades competentes de ambas partes contratantes, debiendo tal consulta iniciarse dentro de un periodo de sesenta días de la fecha de la solicitud. Cuando estas autoridades acuerden mutuamente condiciones nuevas o revisadas que afecten el Anexo, sus recomendaciones sobre la materia entrarán en vigor después que hayan sido confirmadas por un cambio de notas diplomáticas.—

**ARTICLE 11**

Except as otherwise provided in this Agreement, or its Annex, any dispute between the contracting parties relative to the interpretation or application of this Agreement, or its Annex, which cannot be settled through consultation shall be submitted for an advisory report to the Interim Council of the Provisional International Civil Aviation Organization (in accordance with the provisions of Article III, Section six (8) of the Provisional Agreement on International Civil Aviation signed at Chicago on December 7, 1944)<sup>[1]</sup> or to its successor, unless the contracting parties agree to submit the dispute to an arbitration tribunal designated by agreement between the same contracting parties, or to some other person or body. The executive authorities of the contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such report.

**ARTICLE 12**

This Agreement will be approved by each contracting party in accordance with its own law and the Agreement shall enter into force definitively upon an exchange of diplomatic notes in Montevideo indicating such approval. Pending the approval of this Agreement by the Uruguayan Congress and the exchange of notes mentioned in the first sentence of this paragraph, both contracting parties undertake in accordance with their constitutional powers to make effective the provisions of this Agreement from the date on which it is signed.

In witness whereof the undersigned plenipotentiaries sign the present Agreement and affix their seals.

DONE AT Montevideo this fourteenth day of December, 1946, in duplicate in the English and Spanish languages, each of which shall be of equal authenticity.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J McGURK

WILLIAM MITCHELL

[SEAL]

FOR THE GOVERNMENT OF THE ORIENTAL REPUBLIC OF URUGUAY:

E R LARRETA

[SEAL]

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<sup>1</sup> EAS 469; 59 Stat. 1521.

**ARTICULO 11.**

Salvo disposición en contrario en este acuerdo o su anexo, cualquiera disputa entre las partes contratantes relativa a la interpretación o aplicación de este acuerdo, o su anexo, que no pueda ser resuelta por medio de consultas será sometida al Consejo Ínterino de la Organización Provisoria Internacional de Aviación Civil para que ésta expida un informe de asesoramiento, de acuerdo con las disposiciones del artículo III, sección seis (8) del Acuerdo Provisorio Internacional sobre Aviación Civil firmado en Chicago el 7 de diciembre de 1944, o a su sucesor, a no ser que las partes contratantes acuerden someter la disputa a un tribunal de arbitraje designado por acuerdo entre las mismas partes contratantes, o a cualquiera otra persona u organismo. Las autoridades ejecutivas de cada una de las partes contratantes pondrán su mejor empeño dentro de las facultades de que dispongan para poner en ejecución la opinión expresada en un informe de tal índole.—

**ARTICULO 12.**

Este acuerdo será aprobado por cada una de las partes contratantes de acuerdo a su legislación interna y el Acuerdo entrará en vigor definitivamente mediante un cambio de notas diplomáticas en Montevideo constatando tal aprobación. Hasta que se apruebe este Acuerdo por el Congreso Uruguayo y se cambien las notas mencionadas en la primera frase de este párrafo, ambas partes contratantes se comprometen, dentro de lo que les permiten sus respectivos poderes constitucionales, a hacer efectivas las cláusulas de este Acuerdo a partir de la fecha de su firma.—

En testimonio de lo cual, los infrascritos plenipotenciarios firman el presente Convenio e imprimen aquí sus sellos:

HECHO EN Montevideo, este catorce día del mes de diciembre de 1946, en duplicado en los idiomas inglés y español, ambos de igual autenticidad.— *En el Artículo 2 del texto español textado "otra," no vale.*—

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

J McGURK

WILLIAM MITCHELL

POR EL GOBIERNO DE LA REPUBLICA ORIENTAL DEL URUGUAY:

E R LARRETA

**ANNEX OF AIR TRANSPORT AGREEMENT BETWEEN THE  
GOVERNMENT OF THE UNITED STATES OF AMERICA AND  
THE GOVERNMENT OF THE ORIENTAL REPUBLIC OF  
URUGUAY**

Section I

It is agreed between the contracting parties:

- A. That the airlines of the two contracting parties operating on the routes described in this Annex shall enjoy fair and equal opportunity for the operation of the said routes.
- B. That the air transport capacity offered by the airlines of both countries shall bear a close relationship to traffic requirements.
- C. That in the operation of common sections of trunk routes the airlines of the contracting parties shall take into account their reciprocal interests so as not to affect unduly their respective services.
- D. That the services provided by a designated airline under this Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country, or points under its jurisdiction, of which such airline is a national and the country of ultimate destination of the traffic.
- E. That the right to embark and to disembark at points under the jurisdiction of the other country international traffic destined for or coming from third countries at a point or points specified in this Annex, shall be applied in accordance with the general principles of orderly development to which both Governments subscribe and shall be subject to the general principle that capacity shall be related:
  1. To traffic requirements between the country of origin, or points under its jurisdiction, and the countries of destination;
  2. To the requirements of through airline operation; and
  3. To the traffic requirements of the area through which the airline passes after taking account of local and regional services.
- F. That, so long as traffic requirements justify such service and the airport facilities provided at Montevideo are adequate for the technical and operational requirements of United States airlines, the number of landings scheduled by United States airlines at the airport serving Montevideo shall be at least as great as that scheduled at such airport by United States airlines at the time this Agreement comes into effect.
- G. That the determination of rates to be charged by the airlines of either contracting party between points under the jurisdiction of the United States of America and points in Uruguayan territory on the routes specified in this Annex shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation,

**ANEXO DEL ACUERDO DE TRANSPORTE AEREO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA ORIENTAL DEL URUGUAY**

Sección I

Se acuerda entre las partes contratantes:

A. Que las líneas aéreas de las dos partes contratantes funcionando en las rutas descriptas en este Anexo tendrán una justa y equitativa oportunidad para la explotación de dichas rutas.—

B. Que la capacidad de transporte aéreo ofrecida por las líneas aéreas de ambos países deberá tener estrecha relación con los requerimientos del tráfico aéreo.—

C. Que en la explotación de secciones comunes de rutas troncales las líneas aéreas de las partes contratantes deberán tomar en cuenta sus intereses recíprocos de manera de no afectar indebidamente sus respectivos servicios.—

D. Que los servicios suministrados por una línea aérea designada bajo este acuerdo y su anexo mantendrán como su principal objetivo el suministro de capacidad adecuada a las demandas del tráfico aéreo entre el país, o lugares bajo su jurisdicción del cual tal línea aérea es nacional y el país del destino final del tráfico aéreo.—

E. Que el derecho a embarcar y a desembarcar en puntos del territorio del otro país tráfico aéreo internacional destinado a, o procedentes de, terceros países en un punto o puntos especificados en este anexo, se aplicará de acuerdo con los principios generales del desarrollo normal a los cuales adhieren ambos Gobiernos y estará sujeto al principio general que la capacidad se relacionará:

1. Con las necesidades del tráfico aéreo entre el país de origen, o lugares bajo su jurisdicción, y los países de destino;

2. Con las necesidades del funcionamiento de líneas aéreas directas; y

3. Con las necesidades del tráfico aéreo de la zona por la cual pasa la línea aérea después de tomarse en cuenta los servicios locales y regionales.—

F. Que, mientras las exigencias del tráfico justifiquen tal servicio y las facilidades del aeropuerto que se suministren en Montevideo sean adecuadas para las necesidades técnicas y de funcionamiento de líneas aéreas estadounidenses, el número de escalas ya fijado por las líneas estadounidenses en el aeropuerto que sirve a Montevideo, será por lo menos tan frecuente como el que está fijado en tal aeropuerto por líneas estadounidenses en el momento que este acuerdo entre en vigor.—

G. Que la determinación de las tarifas a cobrarse por las líneas aéreas de cualquiera de las partes contratantes entre puntos bajo la jurisdicción de los Estados Unidos de América y puntos en territorio uruguayo en las rutas especificadas en este Anexo, deberán ser razonables, teniendo en cuenta todos los factores pertinentes, tales como,

reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service.

H. That the appropriate aeronautical authorities of each of the contracting parties will consult from time to time, or at the request of one of the parties, to determine the extent to which the principles set forth in paragraphs A to G inclusive of this Section are being followed by the airlines designated by the contracting parties. When these authorities agree on further measures necessary to give these principles practical application, the executive authorities of each of the contracting parties will use their best efforts under the powers available to them to put such measures into effect.

## Section II

A. Airlines of the United States of America, designated under the present Agreement, are accorded rights of transit and nontraffic stop in the territory of the Oriental Republic of Uruguay, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at Montevideo on the following routes via intermediate points in both directions:

1. The United States via the east coast of South America to Montevideo and beyond.
2. The United States and/or the Panama Canal Zone and the west coast of South America to Montevideo.

On each of the above routes the airline or airlines designated to operate such route may operate nonstop flights between any of the points on such route omitting stops at one or more of the other points on such route.

B. Airlines of the Oriental Republic of Uruguay, designated under the present Agreement, are accorded in the territory of the United States of America rights of transit and nontraffic stop, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail at a point or points in the territory of the United States along a route or routes to be agreed to by the Governments of the United States and the Oriental Republic of Uruguay at such time as the Government of the Oriental Republic of Uruguay resolves to commence operations.

On each of the above routes the airline or airlines designated to operate such route may operate nonstop flights between any of the points on such route omitting stops at one or more of the other points on such route.

E R LARRETA

J McGURK

WILLIAM MITCHELL

gastos de explotación, utilidades equitativas, tarifas cobradas por cualquier otra empresa, también como las características de cada servicio.—

H. Que las autoridades aeronáuticas correspondientes de cada una de las partes contratantes se consultarán de tiempo en tiempo, o a pedido de una de las partes, con el fin de determinar hasta que punto los principios estipulados en los párrafos A a G inclusive de esta sección se están cumpliendo por las líneas aéreas designadas por las partes contratantes. Cuando estas autoridades acuerden sobre las medidas adicionales necesarias para dar a estos principios una aplicación práctica, las autoridades ejecutivas de cada una de las partes contratantes se esforzarán, de acuerdo con las facultades de que dispongan, para hacer efectivas tales medidas.—

## Sección II

A. A las líneas aéreas de los Estados Unidos de América designadas por el presente acuerdo se les otorgan derechos de tránsito y escalas para fines no comerciales en el territorio de la República Oriental del Uruguay, así como también el derecho de embarcar y desembarcar, en el tránsito internacional, pasajeros, carga y correo en Montevideo, en las siguientes rutas vía puntos intermedios en ambas direcciones:

1. Los Estados Unidos vía la costa Este de Sud América a Montevideo y más allá.
2. Los Estados Unidos y/o la Zona del Canal de Panamá y la costa Oeste de Sud América a Montevideo.

En cada una de las rutas arriba mencionadas la o las líneas aéreas designadas para explotar tal ruta podrán efectuar vuelos sin escalas entre cualquiera de los puntos de tal ruta omitiendo escalas en uno o varios puntos de la misma ruta.—

B. A las líneas de la República Oriental del Uruguay designadas por el presente acuerdo, se les otorga en el territorio de los Estados Unidos de América derechos de tránsito y escalas para fines no comerciales, así como también el derecho de embarcar y desembarcar, en el tránsito internacional, pasajeros, carga y correo en uno o más puntos del territorio de los Estados Unidos de América y en una o más rutas a acordar por los Gobiernos de los Estados Unidos de América y de la República Oriental del Uruguay en la fecha que el Gobierno de la República Oriental del Uruguay resolviera comenzar las operaciones.—

En cada una de las rutas arriba mencionadas la o las líneas aéreas designadas para explotar tal ruta podrán efectuar vuelos sin escalas entre cualquiera de los puntos de tal ruta omitiendo escalas en uno o varios puntos de la misma ruta.—

E R LARRETA

J McGURK

WILLIAM MITCHELL

TIAS 5692

# UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

## Atomic Energy: Cooperation for Civil Uses

*Agreement amending the agreement of June 15, 1955, as amended.*

*Signed at Washington June 29, 1964;*

*Entered into force December 4, 1964.*

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### AMENDMENT TO AGREEMENT FOR COOPERATION ON THE CIVIL USES OF ATOMIC ENERGY BETWEEN THE GOVERN- MENT OF THE UNITED STATES OF AMERICA AND THE GOV- ERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

The Government of the United States of America (including the United States Atomic Energy Commission) and the Government of the United Kingdom of Great Britain and Northern Ireland, on its own behalf and on behalf of the United Kingdom Atomic Energy Authority,

Desiring to amend further in certain respects the Agreement for Cooperation on the Civil Uses of Atomic Energy (hereinafter referred to as the "Agreement for Cooperation") signed between them at Washington on June 15, 1955, [¹] as amended by the Notes signed October 20, 1955, and November 3, 1955, [²] the Agreement signed at Washington on June 13, 1956, [³] as modified by the Agreement signed at Washington on July 3, 1958, [⁴] and as amended by the Agreement signed at Washington on June 5, 1963; [⁵]

Have agreed as follows:

#### ARTICLE I

Article IV of the Agreement for Cooperation, as amended, is further amended by adding the following paragraph:

"(d) The Commission will sell to the Government of the United Kingdom in such quantities and under such terms and conditions as may be agreed up to a net quantity of 400 kilo-

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<sup>¹</sup> TIAS 3321; 6 UST 2709.

<sup>²</sup> TIAS 3359; 6 UST 3079.

<sup>³</sup> TIAS 3608; 7 UST 2057.

<sup>⁴</sup> TIAS 4078; 9 UST 1028.

<sup>⁵</sup> TIAS 5397; 14 UST 1024.

grams of U-235 in uranium enriched in the isotope U-235 to satisfy United Kingdom requirements for fueling reactors in its civil research and development programs. This net amount shall be the gross quantity of contained U-235 in enriched uranium sold to the United Kingdom under this paragraph during the period of this Agreement less the quantity of such contained U-235 in recoverable uranium which has been returned to the Government of the United States of America or transferred to any other nation or group of nations with the approval of the Government of the United States of America during the term of this Agreement. The enriched uranium so supplied may contain more than twenty percent (20%) U-235 upon request and at the discretion of the Commission if there is a technical or economic justification in a particular case for higher enrichment."

## ARTICLE II

This Amendment, which shall be regarded as an integral part of the Agreement for Cooperation, shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Amendment and shall remain in force for the period of the Agreement for Cooperation, as hereby amended.

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

Done at Washington this twenty-ninth day of June 1964, in two original texts.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WILLIAM R. TYLER  
GLENN T. SEABORG

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

HARLECH

# GREECE

## Agricultural Commodities

*Agreement amending the agreement of October 30, 1963, as amended.*

*Effectuated by exchange of notes*

*Signed at Athens November 16, 1964;*

*Entered into force November 16, 1964.*

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*The American Ambassador to the Greek Minister of Coordination,  
Alternate*

ATHENS, November 16, 1964

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of October 30, 1963, as amended, [<sup>1</sup>] and to propose that the agreement be further amended as follows:

1. In paragraph 1, Article I, as amended, increase the value of "Cottonseed and/or soybean oil" from "\$4.0" million to "\$6.4" million, the amount of ocean transportation to "\$2.3" million and the total value of the agreement to "\$22.7" million.
2. In paragraph A, Article II, add at the end of said paragraph the following: "Drachmae designated for United States expenditures under this subparagraph A and accruing from the sale of commodities included in the amendment dated November 16, 1964 will also be available for use by the United States Government under subsection 104(T) of the act as well as under the other subsections of 104 listed in this subparagraph."
3. In the Greek Note of October 30, 1963, as amended, substitute "\$454,000" for "\$404,000", in numbered paragraph 3.

It is proposed that this Note and your reply concurring therein shall constitute an agreement between our two Governments on this matter which shall enter into force on the date of your reply.

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<sup>1</sup> TIAS 5462, 5625; 14 UST 1584; *Ante*, p. 1477.

Accept, Excellency, the renewed assurances of my very high consideration.

HENRY R. LABOUISSSE

His Excellency,  
ANDREAS PAPANDREOU,  
*Minister of Coordination, Alternate,*  
*Ministry of Coordination,*  
*Athens.*

*The Greek Minister of Coordination to the American Ambassador*

MINISTRY OF COORDINATION  
THE MINISTER

ATHENS, November 16, 1964.

DEAR MR. AMBASSADOR,

I have the honor to refer to your note of November 16, 1964 proposing further amendments to the Agricultural Commodities Agreement between our two Governments of October 30, 1963.

On behalf of the Government of Greece I accept these amendments and concur that this exchange of notes constitutes an agreement between our two Governments.

Sincerely yours,

  
St. Stephanopoulos  
Minister of Coordination

His Excellency,  
HENRY R. LABOUISSSE,  
*Ambassador of the United States of America,*  
*Athens.*

# GREECE

## Agricultural Commodities: Sales Under Title IV

*Agreement signed at Athens November 17, 1964;  
Entered into force November 17, 1964.  
With exchange of notes.*

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### **AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GREECE UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED**

The Government of the United States of America and the Government of Greece:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Greece;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly nations;

Recognizing further that by providing such commodities to Greece under long-term supply and credit arrangements, the resources and manpower of Greece can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Greece pursuant to Title IV of the Agricultural Trade Development and Assistance Act, [¹] as amended (hereinafter referred to as the Act);

Have agreed as follows:

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<sup>1</sup> 73 Stat. 610; 7 U.S.C. §§ 1731-1736.

ARTICLE ICOMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Greece of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance, during the periods specified in the following table or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of Greece, of the following commodities:

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum in Quantity (Metric Tons)</u>	<u>Estimated Export Market Value To be Financed —(\$1,000)—</u>
Soybean Oil	Calendar Year 1965	10,000	\$3,190
Tallow, inedible	U.S. Fiscal Year 1965	2,000	431
Barley	U.S. Fiscal Year 1965	30,000	1,585
Corn	U.S. Fiscal Year 1965	175,000	10,282
Grain Sorghums	U.S. Fiscal Year 1965	15,000	716
Wheat	U.S. Fiscal Year 1965	40,000	2,776
Ocean Transportation (Estimated)			3,026
<b>TOTAL</b>			<b>\$22,006</b>
Corn	U.S. Fiscal Year 1966	100,000	\$5,876
Wheat	U.S. Fiscal Year 1966	40,000	2,776
Tallow, inedible	U.S. Fiscal Year 1966	2,000	431
Soybean Oil	Calendar Year 1966	10,000	3,190
Ocean Transportation (Estimated)			1,516
<b>TOTAL</b>			<b>\$13,789</b>

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. For commodities exported after December 31, 1965, however, the Government of the United States of America may reduce the financing of ocean transportation to the amount it determines represents the increase of the cost of such transportation resulting from the re-

quirement, as determined by the Government of the United States of America, that the commodities be transported in United States flag vessels. In such a case the Government of Greece shall pay the balance of the cost of transportation in United States flag vessels in United States dollars. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorization so that the quantities of commodities financed will not substantially exceed the above specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

3. The financing, sale and delivery of commodities hereunder may be terminated by either Government if that Government determines that because of changed conditions, the continuation of such financing, sale and delivery is unnecessary or undesirable.

## ARTICLE II

### CREDIT PROVISIONS

1. The Government of Greece will pay, or cause to be paid, in United States dollars to the Government of the United States of America, for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used) the amount financed by the Government of the United States of America together with interest thereon.

2. Payment of amounts financed in connection with shipments made in each calendar year, including the applicable ocean transportation costs related to such deliveries, shall be made in 19 annual installments. The first annual payment shall become due on March 31 immediately following the calendar year of shipment. This payment shall be for 25% of the amount of commodity value financed by the Government of the United States of America on shipments made during the preceding calendar year. Payment for the balance of amounts financed in connection with shipments made in each calendar year shall be made in 18 approximately equal annual installments due on March 31 of successive calendar years. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of 3½ percent per annum and shall begin on the date of last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be paid annually not later than the date on which the annual payment of principal becomes due.

4. All payments shall be made in United States dollars and the Government of Greece shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

### ARTICLE III

#### GENERAL PROVISIONS

1. The Government of Greece will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this Agreement; to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending on the final date on which said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of these or like commodities to other countries.

2. The two Governments will take reasonable precautions to assure that sales or purchases of commodities pursuant to the Agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. The Government of Greece agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrivals and conditions of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

4. In carrying out the provisions of the Agreement, the two Governments will seek to assure, to the extent practicable, conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and extend continuous market demand for agricultural commodities.

ARTICLE IVCONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements entered into pursuant to this Agreement.

ARTICLE VENTRY INTO FORCE

The Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives duly authorized for the purpose, have signed the present Agreement.

DONE at Athens in duplicate this 17th day of November 1964.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

HENRY R. LABOISSE

FOR THE GOVERNMENT OF  
GREECE:

ST STEPHANOPOULOS

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*The American Ambassador to the Greek Minister of Coordination*

ATHENS, November 17, 1964

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Greece signed today, and to confirm my Government's understanding of the following:

In agreeing that the delivery of commodities pursuant to the above cited agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Government of Greece agrees that: (1) it will, in addition to the commodities to be programmed under this Agreement, import from friendly nations, as that term is used in the Act, including the United States of America, during each of United States Fiscal Years 1965 and 1966, 1,400 metric tons of inedible tallow; during Calendar Year 1965, 15,000 metric tons of edible vegetable oil of which at least 8,750 metric tons shall be from the United States of America; during Calendar Year 1966, 17,500 metric tons of edible vegetable oil of which at least 10,000 metric tons shall be from the United States of America; during United States Fiscal Year 1965, 50,000 metric tons of corn of which 37,500 metric tons from the United States of Amer-

ica; and during United States Fiscal Year 1966, 75,000 metric tons of corn of which 50,000 metric tons from the United States of America; and during each of United States Fiscal Years 1965 and 1966, 16,000 metric tons of wheat and/or wheat flour; (2) it will limit its exports of oil seeds (oil equivalent) and edible oils during the period beginning on the date of this agreement and ending on the final date on which the commodities purchased under the agreement are being imported and utilized to 5,200 metric tons annually of which not more than 350 metric tons will be exported to unfriendly nations; (3) it will not permit the export of inedible tallow, barley, or grain sorghums of either indigenous or imported origin, during United States Fiscal Year 1965 or any subsequent period during which the commodities purchased under this agreement are being imported and utilized; and (4) in the event Greece exports any feed grains or wheat and/or wheat flour of either indigenous or imported origin during the period beginning on the date of this agreement and ending on the final date on which the commodities purchased under the agreement are being imported and utilized, the Government of Greece will, upon demand of the Government of the United States of America, make payment in United States dollars of an amount equal to the United States dollar value of the quantity or quantities of any such commodities exported by Greece with interest at 6 percent per annum (in lieu of the rate specified in Article II of the agreement) which shall be computed from the respective dates of individual disbursements by the Government of the United States of America, beginning with the first disbursement and continuing as necessary with the oldest disbursements, which equal the total principal payment demanded by the Government of the United States of America. The amount of this payment of principal will be determined by the Government of the United States of America by multiplying the quantity of exports by Greece of feed grains or wheat and/or wheat flour by the average unit cost of the feed grains and wheat and/or flour financed by the Government of the United States of America, it being understood that such average unit cost for wheat will be applied to the total amount due the Government of the United States under this agreement in the case of quantities of wheat and/or wheat flour exported by Greece up to the quantity of wheat and/or wheat flour financed by the Government of the United States of America under the agreement and thereafter the average unit price of feed grains will be applied to the total amount due and in the case of any quantities of feed grains exported by Greece the average unit price of feed grains will be applied to the total amount due. Related ocean freight costs may be included in such determination as deemed appropriate by the Government of the United States of America. The foregoing shall not be applicable to quantities of commodities exported by Greece which are in excess of the combined quantity of feed grains and wheat and/or wheat flour specified in Article I of the agreement or the aggregate of the quantity

specified in credit purchase authorizations issued pursuant to this agreement, whichever is the lesser.

With regard to paragraph 3 of Article III of the Agreement, the Government of Greece agrees to furnish quarterly (on January 15, April 15, July 15 and October 15) the following information in connection with each shipment of commodities received under this Agricultural Commodities Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of Greece agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of Greece showing progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under this agreement.

The Government of Greece will use the drachmae resulting from the sale of commodities financed under the agreement for economic and social development programs as may be mutually agreed upon by our two Governments.

It is also understood that any drachmae resulting from the sale within Greece of the commodities purchased pursuant to the agreement which are loaned by the Government of Greece to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Greece.

It is understood that the Government of Greece will not increase exports of poultry and related products over the level of United States fiscal year 1964 during the period when feed grains covered by the agreement are being imported and utilized in Greece. If, however, during such period Greece exports poultry and related products exceeding the level of United States fiscal year 1964, Greece will purchase poultry in the United States by an amount equal to the dollar value of any increase in such exports.

Upon request, the Government of Greece will furnish the Government of the United States of America reports showing the total drachmae available to the Government of Greece from the sale of the commodities and reports listing the projects being undertaken including information on the name, location, and amount invested in each project.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of Greece.

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

HENRY R. LABOUISSSE

His Excellency,  
St. STEPHANOPOULOS  
*Minister of Coordination*  
*Ministry of Coordination*  
*Athens*

*The Greek Minister of Coordination to the American Ambassador*

MINISTRY OF COORDINATION  
THE MINISTER

ATHENS, November 17, 1964.

DEAR MR. AMBASSADOR,

I have the honor to refer to your Note of today's date, confirming certain understandings of your Government with regard to the Agricultural Commodities Agreement between the two Governments that was also signed today.

On behalf of the Government of Greece I confirm that your Note correctly states the understandings of my Government with regard to this Agreement.

Accept, Excellency, the assurances of my highest consideration.

Sincerely yours,

ST STEPHANOPOULOS  
St. Stephanopoulos  
*Minister of Coordination*

His Excellency,

HENRY R. LABOUISSSE,

*Ambassador of the United States of America,*  
*Athens.*

# IRAN

## Agricultural Commodities: Sales Under Title IV

*Agreement signed at Tehran November 16, 1964; [<sup>1</sup>]  
Entered into force November 16, 1964.  
With exchange of notes.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE IMPERIAL GOVERNMENT OF IRAN UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Imperial Government of Iran:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Iran;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Recognizing further that by providing such commodities to Iran under long-term supply and credit arrangements, the resources and manpower of Iran can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Iran pursuant to Title IV of the Agricultural Trade Development and Assistance Act, [<sup>2</sup>] as amended (hereinafter referred to as the Act);

Have agreed as follows:

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<sup>1</sup> See also TIAS 5721; *post*, p. 2327.

<sup>2</sup> 73 Stat. 610; 7 U.S.C. §§ 1731-1736.

ARTICLE ICOMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Imperial Government of Iran of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance, during the periods specified in the following table or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Imperial Government of Iran, of the following commodities:

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity (Metric Tons)</u>	<u>Maximum Export Market Value to be Financed (1,000)</u>
Corn and/or grain sorghums	U.S. Fiscal Year 1965	25,000	\$1,609
Ocean Transportation (estimated)			541
Total			\$2,150

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

3. The financing, sale and delivery of commodities hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale and delivery is unnecessary or undesirable.

ARTICLE IICREDIT PROVISIONS

1. The Imperial Government of Iran will pay, or cause to be paid, in United States dollars to the Government of the United States

of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used) the amount financed by the Government of the United States of America together with interest thereon.

2. Payment of amounts financed in connection with shipments made in each calendar year, including the applicable ocean transportation costs related to such deliveries, shall be made in 19 annual installments. The first annual payment shall become due on March 31 immediately following the calendar year of shipment. This payment shall be for 25 percent of the amount of commodity value financed by the Government of the United States of America on shipments made during the preceding calendar year. Payment for the balance of amounts financed in connection with shipments made in each calendar year shall be made in 18 approximately equal annual installments due on March 31 of successive calendar years. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of 3½ percent per annum and shall begin on the date of last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be paid annually not later than the date on which the annual payment of principal becomes due.

4. All payments shall be made in United States dollars and the Imperial Government of Iran shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

### ARTICLE III

#### GENERAL PROVISIONS

1. The Imperial Government of Iran will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this Agreement; to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending on the final date on which said commodities are being received and utilized

(except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of these or like commodities to other countries.

2. The two Governments will take reasonable precautions to assure that sales or purchases of commodities pursuant to the Agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. The Imperial Government of Iran agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrivals and conditions of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

4. In carrying out the provisions of this Agreement, the two Governments will seek to assure, to the extent practicable, conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and extend continuous market demand for agricultural commodities.

#### ARTICLE IV

##### CONSULTATIONS

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements entered into pursuant to this Agreement.

#### ARTICLE V

##### ENTRY INTO FORCE

The Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

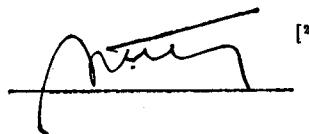
Done at Tehran in duplicate this Sixteenth day of November 1964

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:



[<sup>1</sup>]

FOR THE IMPERIAL  
GOVERNMENT OF IRAN



[<sup>2</sup>]

<sup>1</sup> Julius C. Holmes

<sup>2</sup> Amir Abbas Hoveyda

*The American Ambassador to the Iranian Minister of Foreign Affairs*

No. 254

TEHRAN, November 16, 1964.

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Imperial Government of Iran signed today and to confirm my Government's understanding of the following:

With regard to paragraph 3 of Article III of the Agreement, the Imperial Government of Iran agrees to furnish quarterly the following information in connection with each shipment of commodities received under this Agricultural Commodities Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped. In addition, the Imperial Government of Iran agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations, and (c) a statement by the Imperial Government of Iran showing progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under this Agreement.

The Imperial Government of Iran will use the rials resulting from the sale of commodities financed under the Agreement for economic and social development programs as may be mutually agreed upon by our two Governments.

It is also understood that any rials resulting from the sale within Iran of the commodities purchased pursuant to the Agreement which are loaned by the Imperial Government of Iran to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Iran.

Upon request, the Imperial Government of Iran will furnish the Government of the United States of America reports showing the total rials available to the Imperial Government of Iran from the sale of the commodities and reports listing the projects being undertaken including information on the name, location and amount invested in each project.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Imperial Government of Iran.

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

J C HOLMES

His Excellency

ABBAS ARAM,  
*Minister of Foreign Affairs,*  
*Tehran, Iran.*

*The Iranian Minister of Foreign Affairs to the American Ambassador*

MINISTÈRE IMPÉRIAL  
DES AFFAIRES ETRANGÈRES

NOVEMBER 16, 1964.

EXCELLENCY:

I have the honor to convey to Your Excellency the concurrence of the Imperial Government of Iran with the contents of your Note No. 254 of November 16, 1964, regarding the Public Law 480, Title IV, Agricultural Commodities Agreement concluded between the Imperial Government of Iran and the Government of the United States of America on November 16, 1964.

With the renewed assurances of my highest esteem.

A. ARAM

Abbas Aram  
*Minister of Foreign Affairs*

His Excellency

JULIUS C. HOLMES,  
*Ambassador of the United States of America,*  
*Tehran, Iran.*

# **UNION OF SOVIET SOCIALIST REPUBLICS**

## **Desalination**

***Agreement signed at Moscow November 18, 1964;  
Entered into force November 18, 1964.***

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### **Agreement on Cooperation between the United States of America and the Union of Soviet Socialist Republics in the Field of Desalination, Including the Use of Atomic Energy**

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

Taking into account that the problem of desalination has great significance for the USA and the USSR and also for many other countries experiencing a shortage of fresh water;

Taking into account that contemporary scientific and technical achievements, including the use of atomic energy, permit the practical solution of the problem of desalination;

Have agreed on the following:

I. The Parties will engage in wide scientific and technical cooperation in the field of desalination, including the use of atomic energy, in accordance with the provisions of this Agreement.

II. The Parties will conduct scientific research and development work in the field of desalination, including the use of atomic energy, in accordance with their own programs and at their own expense.

III. The Parties will exchange, on a reciprocal basis, scientific accounts, reports, and other documents, including the results obtained from work at pilot and demonstration plants of the Parties.

IV. The Parties will periodically organize, on a reciprocal basis, symposia and scientific meetings for discussion of scientific and technical problems and projects in accordance with previously agreed programs.

V. The Parties will periodically organize visits, on a reciprocal basis, by technical experts to appropriate installations and laboratories.

VI. In order that the International Atomic Energy Agency (IAEA) and its members receive benefits in full measure from this cooperation, the Parties will give the IAEA copies of accounts, re-

ports, and other documents which they exchange and also in appropriate cases invite IAEA observers to symposia and scientific meetings held by the Parties. The Parties will jointly inform the IAEA Director-General of this agreement.

VII. The implementation of this Agreement shall be subject to the provisions of Sections I and XIII of the US-USSR Agreement on Exchanges in the Scientific, Technical, Educational, Cultural and Other Fields signed at Moscow February 22, 1964.<sup>[1]</sup>

VIII. This Agreement shall enter into force upon signature. It shall continue in force for two years, and shall be subject to renewal by the Parties.

In witness whereof, the undersigned, duly authorized, have signed the present agreement.

Done, in duplicate, in the English and Russian languages, both equally authentic, at Moscow this Eighteenth Day of November, One Thousand Nine Hundred Sixty-Four.

By authority of  
the Government of the  
United States of America

FOY D. KOHLER

DONALD F. HORNIG

By authority of  
the Government of the Union  
of Soviet Socialist Republics

A. GROMYKO

A. PETROSYANTS

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<sup>1</sup> TIAS 5582; *Ante*, p. 554.

## С О Г Л А Ш Е Н И Е

о сотрудничестве между Соединенными Штатами Америки и Союзом Советских Социалистических Республик в области опреснения соленых вод, в том числе с использованием атомной энергии

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик, именуемые далее "Сторонами",

Принимая во внимание, что проблема опреснения соленых вод имеет большое значение для США и СССР, а также для многих других стран, испытывающих недостаток в пресной воде;

Принимая во внимание, что современные достижения науки и техники, включая использование атомной энергии, позволяют практически решить проблему опреснения соленых вод;

Согласились о нижеследующем:

I. Стороны будут осуществлять широкое научно-техническое сотрудничество в области опреснения соленых вод, в том числе с использованием атомной энергии, в соответствии с положениями настоящего Соглашения.

II. Стороны будут осуществлять научно-исследовательские и проектно-конструкторские работы в области опреснения соленых вод, включая использование атомной энергии, в соответствии с их собственными программами и за свой счет.

III. Стороны будут обмениваться на основе взаимности научными отчетами, докладами и другими документами, включая результаты работ, полученные на опытно-промышленных установках Сторон.

IV. Стороны будут периодически организовывать на взаимной основе симпозиумы и научные совещания для обсуждения научно-технических проблем и проектов в соответствии с предварительно согласованными программами.

V. Стороны будут периодически организовывать на взаимной основе посещения техническими экспертами соответствующих установок и лабораторий.

УІ. Для того, чтобы Международное агентство по атомной энергии (МАГАТЭ) и его члены в полной мере извлекали пользу из настоящего сотрудничества, Стороны будут передавать МАГАТЭ копии отчетов, докладов и других документов, которыми они будут обмениваться, а также в соответствующих случаях приглашать наблюдателей МАГАТЭ на проводимые Сторонами симпозиумы и научные совещания. Стороны совместно сообщат об этой договоренности Генеральному директору МАГАТЭ.

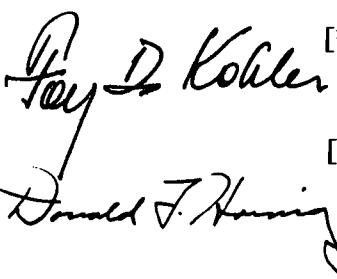
УП. Настоящее Соглашение будет осуществляться в соответствии с положениями разделов I и XIII Соглашения между США и СССР об обменах в области науки, техники, образования, культуры и в других областях, подписанного в Москве 22 февраля 1964 года.

УШ. Настоящее Соглашение вступает в силу с момента его подписания. Оно будет оставаться в силе в течение двух лет и будет подлежать возобновлению Сторонами.

В удостоверение вышеизложенного нижеподписавшиеся, должностным образом уполномоченные, подписали настоящее Соглашение.

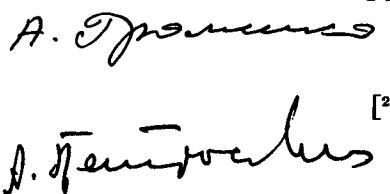
Совершено в Москве восемнадцатого дня ноября месяца одна тысяча девятьсот шестьдесят четвертого года в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

По уполномочию  
Правительства Соединенных  
Штатов Америки



[<sup>1</sup>]  
Donald F. Hornig

По уполномочию  
Правительства Союза Советских  
Социалистических Республик [<sup>2</sup>]



A. Gromyko  
A. Petrosyants

<sup>1</sup> Foy D. Kohler  
Donald F. Hornig  
<sup>2</sup> A. Gromyko  
A. Petrosyants

# ETHIOPIA

## Exchange of Official Publications

*Agreement effected by exchange of notes  
Signed at Addis Ababa November 25, 1964;  
Entered into force November 25, 1964.*

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*The American Ambassador to the Ethiopian Minister of State for  
Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Addis Ababa, November 25, 1964.*

No. 313

**EXCELLENCY:**

I have the honor to refer to the conversations which have taken place between the representatives of the United States of America and representatives of the Imperial Ethiopian Government in regard to the exchange of official publications, and to inform Your Excellency that the Government of the United States of America agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publications of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.
2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission to the Imperial Ethiopian Government shall be the Institute of Ethiopian Studies.
3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Imperial Ethiopian Government by the Library, Haile Selassie I University.

4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.
5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.
6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of the other Government.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Imperial Ethiopian Government, the Government of the United States of America will consider that this note and your reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

EDWARD M. KORRY

His Excellency

ATO KETEMA YIFRU,  
*Acting Minister of Foreign Affairs,*  
*Ministry of Foreign Affairs,*  
*Imperial Ethiopian Government,*  
*Addis Ababa.*

*The Ethiopian Minister of State for Foreign Affairs to the American Ambassador*



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 የዕ.ግ. : ጥ.ቁ. : ተከተል :

*Imperial Ethiopian Government  
 Ministry of Foreign Affairs*

ዶ.ቃ.ር :

ዲ.ኤ. : አዲስ :

No. 3148/108/7

NOVEMBER 25, 1964

EXCELLENCY:

With reference to Your Excellency's Note No. 313 of November 25, 1964, and the conversations between representatives of the Government of the United States of America and representatives of the Imperial Ethiopian Government in regard to the exchange of official

publications, I have the honour to inform Your Excellency that the Imperial Ethiopian Government agree that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

- “1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publications of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.
2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission to the Imperial Ethiopian Government shall be the Institute of Ethiopian Studies.
3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Imperial Ethiopian Government by the Library of the Haile Sellassie I University.
4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.
5. Each of the two Governments shall bear all charges, including postal, rail and shipping cost, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.
6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of the other Government.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Imperial Ethiopian Government, the Government of the United States of America will consider that this note and your reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.”

I have the honour to inform Your Excellency that the Imperial Ethiopian Government agree to the foregoing provisions and will regard Your Note and this reply as constituting an agreement between

the two Governments in the matter, which agreement shall enter into force on the date of this Note.

Accept, Excellency, the assurance of my highest consideration.

[SEAL] KETEMA YIFRU

Ketema Yifru  
*Minister of State  
for Foreign Affairs*

His Excellency

Mr. EDWARD M. KORRY,  
*Ambassador,*  
*United States of America,*  
*Addis Ababa.*



# ITALY

## **Maritime Matters: Use of Italian Ports and Territorial Waters by the N.S. Savannah**

*Agreement signed at Rome November 23, 1964;  
Entered into force November 23, 1964.*

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### A G R E E M E N T

**BETWEEN THE GOVERNMENT OF THE UNITED STATES OF  
AMERICA AND THE GOVERNMENT OF ITALY ON THE USE  
OF ITALIAN PORTS BY THE N.S. SAVANNAH**

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### A C C O R D O

**TRA IL GOVERNO ITALIANO ED IL GOVERNO DEGLI STATI  
UNITI D'AMERICA SULL'USO DI PORTI ITALIANI DA PARTE  
DELLA N.S. SAVANNAH**

## AGREEMENT

### BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ITALY ON THE USE OF ITALIAN PORTS BY THE N. S. SAVANNAH

The Government of the United States of America and the Government of Italy, having a mutual interest in the peaceful uses of nuclear energy, including its application to the merchant marine, have agreed on the following principles governing the entry of the N.S. *Savannah* into Italian waters in connection with any visit of the vessel to an Italian port.

#### Article I

##### *Entry of the N.S. Savannah into Ports*

(a) The entry into and stay of the N.S. *Savannah* (hereinafter referred to as "the Ship") in Italian waters and ports and the use thereof shall be subject to the prior approval of the Italian Government.

(b) The visits of the Ship to Italian ports shall be governed by the principles and procedures set forth in Chapter VIII of the Convention on the Safety of Life at Sea as proposed by the 1960 London Conference [1] and in the Recommendations applicable to nuclear ships contained in Annex C [1] to the Final Act of that Conference. Those principles and procedures are embodied in the present Agreement by reference and have the same force as if they had been included herein.

#### Article II

##### *Safety Report*

(a) To enable the Italian Government to give its approval for the entry of the Ship into Italian ports and the use thereof, the Government of the United States shall submit a Safety Report prepared in accordance with Regulation 7 of Chapter VIII of the 1960 Convention on the Safety of Life at Sea and in accordance with Recommendation 9 of Annex C mentioned above.

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<sup>1</sup> Done at London June 17, 1960. Will enter into force May 26, 1965. For text see S. Ex. Doc. K, 87th Cong., 1st sess., pp. 370, 444.

**ACCORDO****TRA IL GOVERNO ITALIANO ED IL GOVERNO DEGLI STATI  
UNITI D'AMERICA SULL'USO DI PORTI ITALIANI DA PARTE  
DELLA N. S. SAVANNAH**

Il Governo italiano ed il Governo degli Stati Uniti d'America, per l'interesse che entrambi portano all'uso pacifico dell'energia nucleare, compresa la sua applicazione alla marina mercantile, hanno concordato i seguenti principi che regolano l'entrata della N. S. *Savannah* in acque italiane, in relazione a visite della nave in porti italiani:

**Articolo I***Ingresso della N. S. Savannah nei porti*

- a) L'ingresso e la permanenza della N. S. *Savannah*, qui di seguito denominata «Nave», in acque ed in porti italiani, e l'uso di questi, saranno soggetti all'approvazione preventiva del Governo italiano.
- b) Le visite della Nave a porti italiani saranno regolate dai principi e dalle procedure stabilite nel Capitolo VIII della Convenzione sulla Sicurezza della Vita in Mare proposta dalla Conferenza di Londra del 1960 e nelle Raccomandazioni applicabili alle navi nucleari contenute nell'Annesso C all'Atto finale di quella Conferenza. Detti principi e procedure si intendono parte integrante del presente Accordo ed hanno quello stesso valore che avrebbero se fossero stati inclusi nel presente Accordo.

**Articolo II***Rapporto di sicurezza*

- a) Al fine di mettere in grado il Governo italiano di dare la sua approvazione all'ingresso della Nave in porti italiani ed al loro uso da parte di quella, il Governo degli Stati Uniti presenterà un Rapporto di sicurezza compilato secondo quanto stabilito dal Regolamento n. 7 del Capitolo VIII della Convenzione del 1960 sulla Sicurezza della Vita in Mare e secondo quanto stabilito dalla Raccomandazione n. 9 dell'Annesso C sopra indicato.

(b) As soon as possible after receipt of the Safety Report, the Italian Government shall notify the Government of the United States that the Ship may be operated in the port or ports designated in accordance with this Agreement, the Safety Report, and the Manual of Operations.

### Article III

#### *Port Arrangements*

(a) The Italian Government shall give the competent authorities the instructions necessary for the entry of the Ship into Italian ports and for the use thereof.

(b) The competent Italian authorities shall take all necessary measures for fire safety and police protection, crowd control, and the general preparation of facilities relating to the entry of the Ship.

(c) Control of public access to the Ship shall be the responsibility of the Master of the Ship. Special arrangements for such control shall be agreed upon by the Master and the authorities designated by the Italian Government.

(d) The Master shall comply with local regulations. If the Operator or the Master himself considers that the application of those regulations does not fulfil the safety requirements of operation of the nuclear plant, the necessary measures shall be agreed upon in this connection.

(e) The Italian Government shall see to the surveillance of the areas in the vicinity of the Ship, with the assistance of the Government of the United States, as mutually agreed.

### Article IV

#### *Inspection*

While the Ship is in Italian territorial waters, the designated authorities shall have reasonable access to it for purposes of inspecting the Ship and its operating records and program data, to determine whether it has been operated in accordance with the Manual of Operations.

### Article V

#### *Radioactive Materials*

(a) The Government of the United States shall insure that no disposal of radioactive liquid or solid wastes shall take place from the Ship except as stated in STS-9 (N.S. *Savannah* Technical Specifications) of May 1964.

b) Non appena possibile, dopo aver ricevuto il Rapporto di sicurezza, il Governo italiano notificherà al Governo degli Stati Uniti che la Nave può operare nel porto o nei porti italiani designati, secondo le modalità stabilite nel presente Accordo, nel Rapporto di sicurezza e nel Manuale di operazioni.

### Articolo III

#### *Disposizioni per i porti*

a) Il Governo italiano darà alle Autorità competenti le disposizioni necessarie per l'entrata della Nave in porti italiani e per l'uso di essi.

b) Le Autorità italiane competenti provvederanno ad assicurare i servizi antincendi e di polizia, nonché il controllo del pubblico ed appresteranno le attrezzature necessarie all'entrata della Nave in porto.

c) Il controllo sull'accesso del pubblico alla Nave sarà affidato al Capitano della Nave. Disposizioni particolari relative a tale controllo saranno concordate tra il Capitano e le autorità designate dal Governo italiane.

d) Il Capitano si atterrà ai regolamenti locali. Qualora l'Armatore o il Capitano stesso ritengano che l'applicazione di tali regolamenti non sia rispondente alle esigenze di sicurezza relative al funzionamento dell'impianto nucleare, saranno concordate al riguardo le necessarie misure.

e) Il Governo italiano provvederà alla sorveglianza delle zone circostanti la Nave, con l'assistenza del Governo degli Stati Uniti, così come sarà stabilito per mutuo accordo.

### Articolo IV

#### *Ispezioni*

Durante la permanenza della Nave in acque territoriali italiane, le Autorità designate avranno una ragionevole facoltà di accesso alla Nave, per ispezionare sia la Nave stessa che le registrazioni dei dati relativi alla navigazione della Nave ed al suo programma, al fine di stabilire se le operazioni della Nave sono state effettuate in conformità al Manuale di operazioni.

### Articolo V

#### *Rifiuti radioattivi*

a) Il Governo degli Stati Uniti prenderà le misure necessarie a che non sia effettuato dalla Nave alcuno scarico di rifiuti radioattivi sia liquidi che solidi salvo quanto stabilito dal documento STS-9 (NS Savannah Technical Specifications) del maggio 1964.

(b) Disposal of radioactive liquid or solid substances within Italian territorial waters and ports shall take place from the Ship only with the specific prior approval of competent Italian authorities.

(c) Release of any radioactive gaseous substances from the Ship while within Italian territorial waters and ports shall be at or below permissible levels as specified by competent Italian authorities. Disposal or release of any radioactive gaseous substances within Italian territorial waters and ports which exceed such permissible levels shall be subject to prior approval of competent Italian authorities.

#### Article VI

##### *Regular Maintenance and Special Maintenance*

The awarding of contracts for assistance in the repair, regular maintenance and special maintenance of the nuclear equipment of the Ship while it is in Italian waters shall be limited to the organizations which the designated Italian authorities have authorized to provide such services.

#### Article VII

##### *Accidents*

A report such as that required in Chapter VIII, Regulation 12, of the 1960 Convention on the Safety of Life at Sea shall be made to the designated Italian authorities by the Master of the Ship in the event of any incident that can constitute an environmental hazard while the Ship is in or is approaching the territorial waters of Italy.

#### Article VIII

##### *Liability for Damage*

Within the limitations of liability set by United States Public Law 85-256 (annex « A »), as amended by 85-602 (annex « B »), in any legal action or proceeding brought *in personam* against the United States in an Italian court, the United States Government will pay compensation for any responsibility which an Italian court may find, according to Italian law, for any damage to people or goods deriving from a nuclear incident in connection with, arising out of or resulting from the operation, repair, maintenance or use of the Ship, in which the N.S. *Savannah* may be involved within Italian territorial waters, or outside of them on a voyage to or from Italian ports if damage is caused in Italy or on ships of Italian registry.

Subject to the \$ 500 million limitation in such public laws, the United States Government agrees not to interpose the defense of sovereign immunity

b) Lo scarico dalla Nave di sostanze radioattive liquide o solide entro le acque territoriali o in porti italiani potrà essere effettuato soltanto con la previa specifica approvazione delle competenti Autorità italiane.

c) Lo scarico dalla Nave di qualsiasi sostanza gassosa radioattiva in acque territoriali o porti italiani dovrà essere contenuto entro quei limiti che saranno consentiti dalle competenti Autorità italiane. L'eliminazione o lo scarico, nelle acque territoriali e nei porti italiani, di sostanze gassose radioattive eccedenti tali limiti consentiti saranno soggetti alla previa approvazione delle competenti Autorità italiane.

#### Articolo VI

##### *Manutenzione ordinaria e manutenzione straordinaria*

L'aggiudicazione di contratti per la partecipazione nei lavori di riparazione, nella manutenzione ordinaria ed in quella straordinaria dell'attrezzatura nucleare della Nave, mentre questa si trova nelle acque italiane, sarà circoscritta alle organizzazioni autorizzate dalle competenti Autorità italiane a fornire tali servizi.

#### Articolo VII

##### *Incidenti*

Il Capitano della Nave presenterà alle Autorità italiane designate un rapporto come richiesto nel Capitolo VIII, Regolamento 12, della Convenzione del 1960 sulla Sicurezza della Vita in Mare, in caso di qualsiasi incidente che possa rappresentare un pericolo per le zone circostanti mentre la Nave si trova nelle acque italiane o sta per entrarvi.

#### Articolo VIII

##### *Responsabilità per danni*

Nei limiti della responsabilità fissati dalla « United States Public Law 85-256 » (Allegato « A »), così come emendata dalla Legge 85-602 (Allegato « B »), in qualsiasi azione o procedimento legale intentati « in personam » contro gli Stati Uniti in un tribunale italiano, il Governo statunitense pagherà un'indennità per qualsiasi responsabilità accertata da un tribunale italiano, secondo la legge italiana, per qualsiasi danno alle persone o alle cose causato da un incidente nucleare - connesso, derivante o risultante da operazioni, riparazioni, manutenzione o impiego della Nave - in cui la Nave nucleare *Savannah* sia coinvolta nelle acque territoriali italiane, o fuori di esse quando essa sia in viaggio verso o da porti italiani, se il danno viene causato in Italia o a navi di matricola italiana.

Entro il limite di 500 milioni di dollari fissato da tali leggi, il Governo statunitense si impegna a non sollevare l'eccezione di immunità riconosciuta a

and to submit to the jurisdiction of the Italian court and not to invoke the provisions of Italian laws or any other law relating to the limitation of ship-owners' liability.

#### Article IX

##### *Term of the Agreement*

In the event of the entry into force of any multilateral convention relating to the safety and operating procedures or the third-party liability of nuclear-powered merchant ships which is binding on both the Italian Government and the Government of the United States of America, the present Agreement shall be amended with the mutual consent of the parties so as to bring it into conformity with the provisions of the new convention.

#### Article X

##### *Entry into Force of the Agreement*

The present Agreement shall enter into force upon signature by the contracting parties.

#### Article XI

##### *Termination*

Either Government may terminate this Agreement by giving the other at least 180 days' notice.

DONE at Rome, in duplicate, in the English and Italian languages, both texts being equally authentic, this ~~3~~ <sup>13</sup> day of November 1964.

*For the Government  
of the United States of America*



*For the Government  
of the Italian Republic*

  
[<sup>2</sup>]

<sup>1</sup> G. Frederick Reinhardt  
<sup>2</sup> Attilio Cattani

Stati esteri nell'esercizio di attività sovrane, a sottoporsi alla giurisdizione del tribunale italiano ed a non invocare le disposizioni delle leggi italiane o di qualsiasi altra legge sulla limitazione delle responsabilità degli armatori.

**Articolo IX**  
*Condizioni dell'Accordo*

Nel caso di entrata in vigore di qualsiasi Convenzione multilaterale relativa alla sicurezza, alle modalità d'impiego o alla responsabilità verso terzi di navi mercantili nucleari, che sia vincolante sia per il Governo italiano che per quello degli U.S.A., il presente Accordo sarà emendato per comune accordo delle Parti in modo da uniformarlo alle disposizioni della nuova Convenzione.

**Articolo X**  
*Entrata in vigore dell'Accordo*

Il presente Accordo entrerà in vigore all'atto della firma delle Parti contraenti.

**Articolo XI**  
*Fine dell'Accordo*

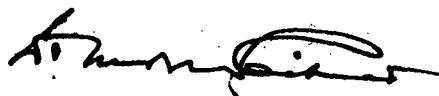
Ciascuno dei due Governi ha facoltà di denunciare il presente Accordo dando all'altro un preavviso non inferiore a 180 giorni.

FATTO a Roma, in duplice esemplare, nelle lingue italiana ed inglese, i due testi facenti ugualmente fede, il 23 novembre 1964.

*Per il Governo  
della Repubblica Italiana*



*Per il Governo  
degli Stati Uniti d'America*



Public Law 85-256  
 85th Congress, H. R. 7383  
 September 2, 1957

## Annex - A

## AN ACT

71 Stat. 576.

To amend the Atomic Energy Act of 1954, as amended, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That section 2 of Nuclear damages, the Atomic Energy Act of 1954, as amended, is amended by adding a Availability of funds.*

68 Stat. 921.  
 42 USC 2012.

"i. In order to protect the public and to encourage the development of the atomic energy industry, in the interest of the general welfare and of the common defense and security, the United States may make funds available for a portion of the damages suffered by the public from nuclear incidents, and may limit the liability of those persons liable for such losses."

Sec. 2. Subsection 53 e. (8) of the Atomic Energy Act of 1954, as amended, is amended to read as follows: License conditions.

22 USC 2073.

"(8) except to the extent that the indemnification and limitation of liability provisions of section 170 apply, the licensee will hold the United States and the Commission harmless from any damages resulting from the use or possession of special nuclear material by the licensee."

Sec. 3. Section 11 of the Atomic Energy Act of 1954, as amended, Definitions, is amended by adding thereto the following new subsections, and 68 Stat. 922; redesignating the other subsections accordingly: 70 Stat. 1069.

42 USC 2014.

"j. The term 'financial protection' means the ability to respond in damages for public liability and to meet the costs of investigating and defending claims and settling suits for such damages."

"n. The term 'licensed activity' means an activity licensed pursuant to this Act and covered by the provisions of section 170 a."

"o. The term 'nuclear incident' means any occurrence within the United States causing bodily injury, sickness, disease, or death, or loss of or damage to property, or for loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special nuclear, or byproduct material."

"r. The term 'person indemnified' means the person with whom an indemnity agreement is executed and any other person who may be liable for public liability."

"u. The term 'public liability' means any legal liability arising out of or resulting from a nuclear incident, except claims under State or Federal Workmen's Compensation Acts of employees of persons indemnified who are employed at the site of and in connection with the activity where the nuclear incident occurs, and except for claims arising out of an act of war. 'Public liability' also includes damage to property of persons indemnified: Provided, That such property is covered under the terms of the financial protection required, except property which is located at the site of and used in connection with the activity where the nuclear incident occurs."

Sec. 4. The Atomic Energy Act of 1954, as amended, is amended by adding thereto a new section, with the appropriate amendment to 68 Stat. 919. 42 USC 2011 note. the table of contents:

**"SEC. 170. INDEMNIFICATION AND LIMITATION OF LIABILITY.—**

"a. Each license issued under section 103 or 104 and each construction permit issued under section 185 shall, and each license issued under section 53, 63, or 81 may, have as a condition of the license a requirement that the licensee have and maintain financial protection of such type and in such amounts as the Commission

42 USC 2133, 2134,  
 2235, 2073, 2093,  
 2111.

**Pub. Law 85-256**  
**71 Stat. 577.**

**September 2, 1957**

**Indemnification agreement.** shall require in accordance with subsection 170 b. to cover public liability claims. Whenever such financial protection is required, it shall be a further condition of the license that the licensee execute and maintain an indemnification agreement in accordance with subsection 170 c. The Commission may require, as a further condition of issuing a license, that an applicant waive any immunity from public liability conferred by Federal or State law.

**Waiver.** "b. The amount of financial protection required shall be the amount of liability insurance available from private sources, except that the Commission may establish a lesser amount on the basis of criteria set forth in writing, which it may revise from time to time, taking into consideration such factors as the following: (1) the cost and terms of private insurance, (2) the type, size, and location of the licensed activity and other factors pertaining to the hazard, and (3) the nature and purpose of the licensed activity: *Provided*, That for facilities designed for producing substantial amounts of electricity and having a rated capacity of 100,000 electrical kilowatts or more, the amount of financial protection required shall be the maximum amount available from private sources. Such financial protection may include private insurance, private contractual indemnities, self insurance, other proof of financial responsibility, or a combination of such measures.

**Liability insurance.** "c. The Commission shall, with respect to licenses issued between August 30, 1954, and August 1, 1967, for which it requires financial protection, agree to indemnify and hold harmless the licensee and other persons indemnified, as their interest may appear, from public liability arising from nuclear incidents which is in excess of the level of financial protection required of the licensee. The aggregate indemnity for all persons indemnified in connection with each nuclear incident shall not exceed \$500,000,000 including the reasonable costs of investigating and settling claims and defending suits for damage. Such a contract of indemnification shall cover public liability arising out of or in connection with the licensed activity.

**Contracts.** "d. In addition to any other authority the Commission may have, the Commission is authorized until August 1, 1967, to enter into agreements of indemnification with its contractors for the construction or operation of production or utilization facilities or other activities under contracts for the benefit of the United States involving activities under the risk of public liability for a substantial nuclear incident. In such agreements of indemnification the Commission may require its contractor to provide and maintain financial protection of such a type and in such amounts as the Commission shall determine to be appropriate to cover public liability arising out of or in connection with the contractual activity, and shall indemnify the persons indemnified against such claims above the amount of the financial protection required, in the amount of \$500,000,000 including the reasonable costs of investigating and settling claims and defending suits for damage in the aggregate for all persons indemnified in connection with such contract and for each nuclear incident. The provisions of this subsection may be applicable to lump sum as well as cost type contracts and to contracts and projects financed in whole or in part by the Commission.

**Aggregate liability.** "e. The aggregate liability for a single nuclear incident of persons indemnified, including the reasonable costs of investigating and settling claims and defending suits for damage, shall not exceed the sum of \$500,000,000 together with the amount of

September 2, 1957

Pub. Law 85-256  
71 Stat. 578.

financial protection required of the licensee or contractor. The Commission or any person indemnified may apply to the appropriate district court of the United States having venue in bankruptcy matters over the location of the nuclear incident, and upon a showing that the public liability from a single nuclear incident will probably exceed the limit of liability imposed by this section, shall be entitled to such orders as may be appropriate for enforcement of the provisions of this section, including an order limiting the liability of the persons indemnified, orders staying the payment of claims and the execution of court judgments, orders apportioning the payments to be made to claimants, orders permitting partial payments to be made before final determination of the total claims, and an order setting aside a part of the funds available for possible latent injuries not discovered until a later time.

"f. The Commission is authorized to collect a fee from all persons with whom an indemnification agreement is executed under this section. This fee shall be \$30 per year per thousand kilowatts of thermal energy capacity for facilities licensed under section 103. For facilities licensed under section 104, and for construction permits under section 185, the Commission is authorized to reduce the fee set forth above. The Commission shall establish criteria in writing for determination of the fee for facilities licensed under section 104, taking into consideration such factors as (1) the type, size, and location of facility involved, and other factors pertaining to the hazard, and (2) the nature and purpose of the facility. For other licenses, the Commission shall collect such nominal fees as it deems appropriate. No fee under this subsection shall be less than \$100 per year.

Collection  
of fees.42 USC 2133,  
2134, 2235.

"g. In administering the provisions of this section, the Commission shall use, to the maximum extent practicable, the facilities and services of private insurance organizations, and the Commission may contract to pay a reasonable compensation for such services. Any contract made under the provisions of this subsection may be made without regard to the provisions of section 3709 of the Revised Statutes, as amended, upon a showing by the Commission that advertising is not reasonably practicable and advance payments may be made.

Private insur-  
ance organiza-  
tions.  
Use of serv-  
ices.

41 USC 5.

"h. The agreement of indemnification may contain such terms as the Commission deems appropriate to carry out the purposes of this section. Such agreement shall provide that, when the Commission makes a determination that the United States will probably be required to make indemnity payments under this section, the Commission shall collaborate with any person indemnified and may approve the payment of any claim under the agreement of indemnification, appear through the Attorney General on behalf of the person indemnified, take charge of such action, and settle or defend any such action. The Commission shall have final authority on behalf of the United States to settle or approve the settlement of any such claim on a fair and reasonable basis with due regard for the purposes of this Act. Such settlement may include reasonable expenses in connection with the claim incurred by the person indemnified.

Terms of settle-  
ment.

"i. After any nuclear incident which will probably require payments by the United States under this section, the Commission shall make a survey of the causes and extent of damage which shall forthwith be reported to the Joint Committee, and, except as forbidden by the provisions of chapter 12 of this Act 68 Stat. 940, or any other law or Executive order, all final findings shall be 42 USC 2161.

**Pub. Law 85-256**  
71 Stat. 579.

**September 2, 1957**

**Report to Congress.**

made available to the public, to the parties involved and to the courts. The Commission shall report to the Joint Committee by April 1, 1958, and every year thereafter on the operations under this section.

**Contracts in ad-**  
**vance of appro-**  
**priations.**  
**31 USC 665.**

"j. In administering the provisions of this section, the Commission may make contracts in advance of appropriations and incur obligations without regard to section 3679 of the Revised Statutes, as amended.

**SEC. 5.** The Atomic Energy Act of 1954, as amended, is amended by adding thereto a new section, making the appropriate amendment to the table of contents, as follows:

"**SEC. 29. ADVISORY COMMITTEE ON REACTOR SAFEGUARDS.**—There is hereby established an Advisory Committee on Reactor Safeguards consisting of a maximum of fifteen members appointed by the Commission for terms of four years each. The Committee shall review safety studies and facility license applications referred to it and shall make reports thereon, shall advise the Commission with regard to the hazards of proposed or existing reactor facilities and the adequacy of proposed reactor safety standards, and shall perform such other duties as the Commission may request. One member shall be designated by the Committee as its Chairman. The members of the Committee shall receive a per diem compensation for each day spent in meetings or conferences, or other work of the Committee, and all members shall receive their necessary traveling or other expenses while engaged in the work of the Committee. The provisions of section 163 shall be applicable to the Committee."

**42 USC 2203.**  
**License appli-**  
**cations.**  
**68 Stat. 953;**  
**70 Stat. 1069.**  
**42 USC 2232.**

**SEC. 6.** Section 182 of the Atomic Energy Act of 1954, as amended, is amended by redesignating subsection b. as subsection c. and subsection c. as subsection d., and by inserting the following subsection as a new subsection b. immediately after subsection a.:

"b. The Advisory Committee on Reactor Safeguards shall review each application under section 103 or 104 b. for a license for a facility, any application under section 104 c. for a testing facility, and any application under section 104 a. or c. specifically referred to it by the Commission, and shall submit a report thereon, which shall be made part of the record of the application and available to the public, except to the extent that security classification prevents disclosure."

**42 USC 2239.**  
**Hearing,**  
**Publication**  
**in F.R.**  
**42 USC 2133,**  
**2134.**

**SEC. 7.** Section 189 a. of the Atomic Energy Act of 1954, as amended, is amended by adding the following sentence at the end thereof: "The Commission shall hold a hearing after thirty days notice and publication once in the Federal Register on each application under section 103 or 104 b. for a license for a facility, and on any application under section 104 c. for a license for a testing facility."

**Approved September 2, 1957.**

Public Law 85-602  
 85th Congress, S. 4165  
 August 8, 1958

## Annex - B

## AN ACT

To amend the Atomic Energy Act of 1954, as amended.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That section 11 o. of the Atomic Energy Act of 1954, as amended, is amended by substituting a colon for the period at the end thereof and adding the following: "Provided, however, That as the term is used in subsection 170 l., it shall mean any such occurrence outside of the United States rather than within the United States."

Nuclear ship  
Savannah.  
 71 Stat. 576.  
 42 USC 2014.

SEC. 2. Section 170 of the Atomic Energy Act of 1954, as amended, is amended by adding at the end thereof the following new subsections:

71 Stat. 576.  
 42 USC 2210.

"l. The Commission is authorized until August 1, 1967, to enter into an agreement of indemnification with any person engaged in the design, development, construction, operation, repair, and maintenance or use of the nuclear-powered ship authorized by section 716 of the Merchant Marine Act, 1936, and designated the 'nuclear ship Savannah'. In any such agreement of indemnification the Commission may require such person to provide and maintain financial protection of such a type and in such amounts as the Commission shall determine to be appropriate to cover public liability arising from a nuclear incident in connection with such design, development, construction, operation, repair, maintenance or use and shall indemnify the person indemnified against such claims above the amount of the financial protection required, in the maximum amount provided by subsection e. including the reasonable costs of investigating and settling claims and defending suits for damage." *Indemnification agreements.*

70 Stat. 731.  
 46 USC 1206.

SEC. 2. Section 170 e. of the Atomic Energy act of 1954, as amended, is amended by deleting the second sentence thereof and inserting in lieu thereof the following: "The Commission or any person indemnified may apply to the appropriate district court of the United States having venue in bankruptcy matters over the location of the nuclear incident, except that in the case of nuclear incidents caused by ships of the United States outside of the United States, the Commission or any person indemnified may apply to the appropriate district court of the United States having venue in bankruptcy matters over the location of the principal place of business of the shipping company owning or operating the ship, and upon a showing that the public liability from a single nuclear incident will probably exceed the limit of liability imposed by this section, shall be entitled to such orders as may be appropriate for enforcement of the provisions of this section, including an order limiting the liability of the persons indemnified, orders staying the payment of claims and the execution of court judgments, orders apportioning the payments to be made to claimants, orders permitting partial payments to be made before final determination of the total claims, and an order setting aside a part of the funds available for possible latent injuries not discovered until a later time." *Limitation of liability.*

42 USC 2210.

72 Stat. 525.  
 72 Stat. 526.

Approved August 8, 1958.

# GUINEA

## Agricultural Commodities

*Agreement amending the agreement of May 22, 1963,  
as amended.*

*Effectuated by exchange of notes*

*Signed at Conakry July 1 and 11, 1964;*

*Entered into force July 11, 1964.*

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*The American Ambassador to the Guinean Minister Delegate*

AMERICAN EMBASSY  
CONAKRY, REPUBLIC OF GUINEA  
*July 1, 1964*

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on May 22, 1963, [<sup>1</sup>] as amended, and to propose that numbered paragraph 1 of the United States note accompanying the Agreement be amended by substituting "375" for "1,000"; by substituting "1,500" for "2,500"; and by adding to the end of that paragraph, "The usual marketing requirement for tobacco shall also apply in any subsequent year in which deliveries of tobacco are made under the Agreement."

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on the matter to enter into force on the date of your note in reply.

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

JAMES I. LOEB

His Excellency

KEITA N'FAMARA

*Minister Delegate to the Presidency  
In Charge of Cooperation and  
Economic Affairs  
Conakry, Republic of Guinea*

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<sup>1</sup> TIAS 5394; 14 UST 1003.

*The Guinean Minister Delegate to the American Ambassador*

B/O  
RÉPUBLIQUE DE GUINÉE

PRÉSIDENCE DE LA RÉPUBLIQUE

MINISTÈRE  
CHARGÉ DE LA COOPÉRATION  
et des  
AFFAIRES ÉCONOMIQUES

N° 354/MCAE/D.A.M.

CONAKRY, le 11 Juillet 1964.-

OBJET:

Le Ministre Délégué à la Présidence Chargé de la Coopération et des Affaires Economiques

A M Son Excellence Monsieur LOEB  
*Ambassadeur des Etats-Unis d'Amérique*  
*en République de Guinée*  
*- Conakry -*

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre du 1er Juillet 1964 ainsi libellée:

"J'ai l'honneur de me référer à l'accord sur les marchandises agricoles signé entre nos deux Gouvernements le 22 Mai 1963, ainsi que modifié, et de vous proposer que soit transformé le paragraphe N° 1 qui accompagnait l'Accord, en substituant "375" à "1000", "1500" à "2500" et en ajoutant à la fin de ce paragraphe "les exigences pour le niveau habituel d'importation de tabac s'appliqueront aussi toutes les années suivantes durant lesquelles des livraisons de tabac seront faites dans le cadre de cet accord".

Je suggererai que la présente note et votre lettre constituent un accord entre nos deux Gouvernements sur cette question, et que cet accord entre en vigueur à partir de la date de votre réponse".

J'ai l'honneur de vous donner l'accord total de mon Gouvernement sur le contenu de cette lettre.

Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération./-



*Translation*

B/O  
REPUBLIC OF GUINEA  
\_\_\_\_\_  
OFFICE OF THE PRESIDENT  
OF THE REPUBLIC  
\_\_\_\_\_  
OFFICE OF THE MINISTER  
IN CHARGE OF COOPERATION  
and  
ECONOMIC AFFAIRS

No. 354/MCAE/D.AM.

CONAKRY, *July 11, 1964*

The Minister attached to the Office  
of the President in charge of  
Cooperation and Economic Affairs

To His Excellency JAMES LOEB,  
*Ambassador of the United States of  
America in the Republic of Guinea,  
Conakry.*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of July 1, 1964, which reads as follows:

[For the English language text of the note see *ante*, p. 2169.]

I have the honor to inform you that my Government fully agrees with the contents of this note.

Accept, Excellency, the renewed assurances of my very high consideration.

[SEAL] K N'FAMARA  
Keita N'Famara

# GUINEA

## Agricultural Commodities

*Agreement amending the agreement of June 13, 1964.*

*Effectuated by exchange of notes*

*Signed at Conakry October 7, 1964;*

*Entered into force October 7, 1964.*

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*The American Ambassador to the Guinean Minister Delegate*

CONAKRY, REPUBLIC OF GUINEA  
October 7, 1964

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on June 13, 1964, [1] and to propose that it be amended as follows:

1. In paragraph 1 of Article 1, delete the commodity table and insert the following:

<u>"Commodity</u>	<u>Export Market Value</u>
	(millions)
Soybean and/or cottonseed oil	2.020
Condensed milk	.640
Evaporated milk	.160
Dry whole milk	.460
Butter	.110
Cheese	.080
Wheat flour	3.760
Inedible tallow	.360
Frozen poultry	.030
Cotton	.570
Lentils	.020
Ocean transportation	.980
Total	9.190"

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<sup>1</sup> TIAS 5668; *ante*, p. 1926.

2. In the exchange of notes accompanying the agreement:

(a) In numbered paragraph (1), with reference to 104(a), [<sup>1</sup>] substitute “\$183,800” for “\$171,400”, and with reference to 104(h) and the Mutual Educational Exchange Act of 1961, [<sup>2</sup>] substitute “\$85,000” for “\$75,000” and “60,000” for “\$50,000.”

(b) Add numbered paragraph (6) as follows:

“The Government of Guinea agrees to prohibit exportations of cotton textiles during the period that cotton under the agreement is being imported and utilized.”

It is proposed that this note and your reply concurring therein constitute an agreement between our two governments to enter into force on the date of your reply. Accept, Excellency, the renewed assurance of my highest consideration.

JAMES I. LOEB

His Excellency

KEITA N'FAMARA

*Minister Delegate to the Presidency*

*In Charge of Cooperation and Economic  
Affairs*

*Conakry, Republic of Guinea*

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*The Guinean Minister Delegate to the American Ambassador*

7-10-64

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre du 7 Octobre 1964 ainsi libellée:

“Excellence”,

“J'ai l'honneur de me rapporter à l'accord entre nos deux Gouvernements sur les produits agricoles qui a été signé le 13 Juin 1964, et de proposer qu'il soit amendé comme suit:

1) Au paragraphe (1) de l'Article (1) enlever la liste des produits et la remplacer par ce qui suit:

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<sup>1</sup> 68 Stat. 456; 7 U.S.C. §1704 (a).

<sup>2</sup> 75 Stat. 527; 22 U.S.C. §2451 note.

<u>Marchandises:</u>	<u>Valeur sur le marché à l'exportation:</u>
Huile de Soja et/ ou de graines de coton . . . . .	2. 020
Lait condensé . . . . .	640
Lait évaporé . . . . .	160
Lait en poudre entier . . . . .	460
Beurre . . . . .	110
Fromage . . . . .	080
Farine de Froment . . . . .	3. 760
Suif non Comestible . . . . .	360
Volaille congelée . . . . .	030
Coton . . . . .	570
Lentilles . . . . .	020
Transport maritime . . . . .	980
<b>TOTAL . . . . .</b>	<b>9. 190</b>

2) Dans l'échange de notes accompagnant l'accord:

(a) Dans le paragraphe numéroté (1) en référence au 104 (a) substituer “\$183.800” pour “\$171.400”, et en référence au 104 (h) et à l’Acte sur les échanges mutuels pour l’éducation de 1961, substituer “85.000” pour “\$75.000” et “\$60.000” pour “\$50.000”.

(b) Ajouter le paragraphe numéro (6) comme suit:

“Le Gouvernement de Guinée s’engage à interdire les exportations de textiles en coton durant la période où le coton est importé ou utilisé dans le cadre de l’accord”.

Il est proposé que la présente note et votre réponse y donnant votre accord, constituent un accord entre nos deux Gouvernements et que cet accord entrera en vigueur à la date de votre réponse.

Je vous prie d’agrérer, Excellence, l’assurance renouvelée de ma plus haute considération”.

J’ai l’honneur de vous donner l’accord total de mon Gouvernement sur le contenu de cette lettre.

Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération./-

Le Ministre délégué à la  
Présidence Chargé de la  
Coopération et des Problèmes  
Economiques  
  
KEITA N'DAMA

Son Excellence JAMES LOEB  
*Ambassadeur des Etats Unis  
d'Amérique en Guinée  
Conakry*

*Translation*

OCTOBER 7, 1964

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of October 7, 1964, which reads as follows:

[For the English language text of the note see *ante*, p. 2172.]

I have the honor to inform you that my Government fully agrees to the contents of this note.

Accept, Excellency, the renewed assurances of my very high consideration.

K N'FAMARA

Keita N'Famara

*Minister attached to the Office of  
the President in charge  
of Cooperation and  
Economic Problems*

His Excellency

JAMES LOEB,

*Ambassador of the United States  
of America in Guinea,  
Conakry.*

# CHILE

## Agricultural Commodities: Sales Under Title IV

*Agreement amending the agreement of August 7, 1962,  
as amended.*

*Effectuated by exchange of notes*

*Signed at Santiago November 17, 1964;  
Entered into force November 17, 1964.*

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

No. 325

SANTIAGO, November 17, 1964.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two governments on August 7, 1962, [¹] as amended, and to propose that the commodity table in Article I be further amended by:

"1. Lowering the approximate maximum quantity of cotton in calendar year 1964 from 22,600 bales to 18,200 bales, and lowering the maximum export market value from \$3,245,000 to \$2,600,000.

"2. Adding the following commodity: Corn; supply period—calendar year 1964; approximate maximum quantity—10,000 MT; maximum export market value to be financed—\$645,000.

"It is proposed that this note and your Excellency's reply concurring therein shall constitute an agreement.

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

JOSEPH JOHN JOVA

His Excellency

GABRIEL VALDÉS,

Minister of Foreign Affairs,  
Santiago.

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<sup>1</sup>TIAS 5195; 13 UST 2269.

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

REPÚBLICA DE CHILE  
MINISTERIO DE RELACIONES EXTERIORES

Nº 16981

SANTIAGO, 17 de noviembre de 1964.

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el agrado de dirigirme a Vuestra Señoría para acusar recibo de su Nota Nº 325 de fecha de hoy, cuyo texto es el siguiente:

“Excelencia:

Tengo el honor de referirme al Convenio de Productos Agrícolas suscrito por nuestros dos Gobiernos el 7 de agosto de 1962 y a sus modificaciones posteriores, y proponer que la lista de productos del Artículo 1º sea modificada en adelante en la forma siguiente:

1. La cantidad aproximada de algodón para el año calendario 1964 de 22.600 balas se reduce a 18.200 balas y el máximo de su valor en el mercado de exportación se reduce de US\$ 3.245.000 a US\$ 2.600.000.—
2. Se agrega maíz a dicha lista de productos, para el período de abastecimiento del año calendario 1964, por la cantidad máxima aproximada de 10.000 toneladas métricas y un máximo de valor en el mercado de exportación de US\$ 645.000.—

Se propone que esta Nota y la respuesta de Vuestra Excelencia, conjuntamente, constituyan un acuerdo.

Acepte, Excelencia, las renovadas seguridades de mi más alta consideración.”

2. Al respecto, me complazco en comunicar a Vuestra Señoría la conformidad de mi Gobierno con los términos de la Nota transcrita, constituyendo tanto ella como la presente respuesta un acuerdo entre ambas Partes.

Aprovecho esta oportunidad para reiterar a Vuestra Señoría las seguridades de mi distinguida consideración.

GABRIEL VALDÉS

Honorable Señor Don JOSEPH J. JOVA

*Encargado de Negocios de los Estados Unidos de América*

*Santiago.—*

*Translation*

REPUBLIC OF CHILE  
MINISTRY OF FOREIGN AFFAIRS

No. 16981

SANTIAGO, November 17, 1964

MR. CHARGÉ D'AFFAIRES:

I take pleasure in acknowledging receipt of your note No. 325 of this date, the text of which reads as follows:

[For the English language text of the note see *ante*, p. 2176.]

2. In this connection, I am happy to inform you that my Government agrees to the terms of the note transcribed above and that that note and this reply shall constitute an agreement between the two Parties.

I avail myself of this opportunity to renew to you the assurances of my distinguished consideration.

GABRIEL VALDÉS

Mr. JOSEPH J. JOVA,  
*Charge d'Affaires of the*  
*United States of America,*  
*Santiago.*

**UNION OF SOVIET SOCIALIST REPUBLICS**

**Fishing Operations: Northeastern Pacific Ocean**

*Agreement signed at Washington December 14, 1964;  
Entered into force December 14, 1964.*

AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA AND  
THE UNION OF SOVIET SOCIALIST REPUBLICS  
RELATING TO FISHING OPERATIONS IN  
THE NORTHEASTERN PACIFIC OCEAN

The Governments of the United States of America and the Union of Soviet Socialist Republics,

Being mutually concerned that fishing operations in the northeastern Pacific Ocean carried on by the fishermen of the two countries be conducted with due consideration for the interests of both Parties;

Considering it desirable to take measures for the prevention of damage to the fishing gear used by the fishermen of both countries;

Considering it desirable also to provide for appropriate contacts between representatives of both countries on questions related to the conduct of the fisheries;

Have agreed on the following measures for implementation of the Agreement concluded between the two Governments by exchange of notes, the note of the United States of America of May 4, 1964, No. 1166, and the note of the Union of Soviet Socialist Republics of June 3, 1964, No. 29:[<sup>1</sup>]

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<sup>1</sup> Not printed. Records the willingness of the two Governments to meet and discuss the existing fishery problem.

## ARTICLE I

The Parties will take measures to emphasize to their officials, fishing industry organizations and fishermen the importance of special efforts to protect fishing gear belonging to each side from damage by vessels and fishing gear of the other side, when conducting fishing operations in the northeastern Pacific Ocean. Each Party will encourage the use by its officials, fishing industry organizations and fishermen of devices, detectable both day and night, to mark the location of fixed fishing gear. The Parties will inform each other of the devices and the manner in which they are used. Each Party will promote the exercise of necessary caution on the part of persons responsible for the operation of vessels and gear so as to aid to the maximum extent practicable in timely detection of the vessels and gear of the other Party and prevention of damage thereto.

## ARTICLE II

A. In the six areas adjacent to the Island of Kodiak described herein and shown on the attached chart, during the period July to October inclusive, fishing operations with mobile fishing gear will not be carried on. Fishing with mobile fishing gear may be carried on outside of these areas.

B. The areas in which fishing operations with mobile fishing gear will not be carried on are as follows:

1. The area bounded by a line beginning at  $57^{\circ}15'N$  latitude and  $154^{\circ}51'W$  longitude and extending thence to  $56^{\circ}57'N$  latitude and  $154^{\circ}34'W$  longitude, extending thence to  $56^{\circ}21'N$  latitude and  $155^{\circ}40'W$  longitude, extending thence to  $56^{\circ}26'N$  latitude and  $155^{\circ}55'W$  longitude, and extending thence to the point of origin.

2. The area bounded by a line beginning at  $56^{\circ}27'N$  latitude and  $154^{\circ}06'W$  longitude and extending thence to  $55^{\circ}46'N$  latitude and  $155^{\circ}27'W$  longitude, extending thence to  $55^{\circ}40'N$  latitude and  $155^{\circ}17'W$  longitude, extending thence to  $55^{\circ}48'N$  latitude and  $155^{\circ}00'W$  longitude, extending thence to  $55^{\circ}54'N$  latitude and  $154^{\circ}55'W$  longitude, extending thence to  $56^{\circ}03'N$  latitude and  $154^{\circ}36'W$  longitude, extending thence to  $56^{\circ}03'N$  latitude and  $153^{\circ}45'W$  longitude, extending thence to  $56^{\circ}30'N$  latitude and  $153^{\circ}45'W$  longitude, extending thence to  $56^{\circ}30'N$  latitude and  $153^{\circ}49'W$  longitude, and extending thence to the point of origin.
3. The area bounded by a line beginning at  $56^{\circ}30'N$  latitude and  $153^{\circ}49'W$  longitude and extending thence to  $56^{\circ}30'N$  latitude and  $153^{\circ}00'W$  longitude, extending thence to  $56^{\circ}44'N$  latitude and  $153^{\circ}00'W$  longitude, extending thence to  $56^{\circ}57'N$  latitude and  $153^{\circ}15'W$  longitude, extending thence to  $56^{\circ}45'N$  latitude and  $153^{\circ}45'W$  longitude, and extending thence to the point of origin.
4. The area bounded by a line beginning at  $57^{\circ}05'N$  latitude and  $152^{\circ}52'W$  longitude and extending thence to  $56^{\circ}54'N$  latitude and  $152^{\circ}52'W$  longitude, extending thence to  $56^{\circ}46'N$  latitude and  $152^{\circ}37'W$  longitude, extending thence to  $56^{\circ}46'N$  latitude and  $152^{\circ}20'W$  longitude, extending thence to  $57^{\circ}19'N$  latitude and  $152^{\circ}20'W$  longitude, and extending thence to the point of origin.
5. The area bounded by a line beginning at  $57^{\circ}35'N$  latitude and  $152^{\circ}03'W$  longitude and extending thence to  $57^{\circ}11'N$  latitude and  $151^{\circ}14'W$  longitude, extending thence to

57°19'N latitude and 150°57'W longitude, extending thence to 57°48'N latitude and 152°00'W longitude, and extending thence to the point of origin.

6. The area bounded by a line beginning at 58°00'N latitude and 152°00'W longitude and extending thence to 58°00'N latitude and 150°00'W longitude, extending thence to 58°12'N latitude and 150°00'W longitude, extending thence to 58°19'N latitude and 151°29'W longitude and extending thence to the point of origin.

C. As an exception, small shrimp craft may conduct trawling operations in the above areas in such a way that they do not interfere with fixed gear in these areas.

D. It is understood that the right of fishermen of the Soviet Union to fish does not extend to the territorial waters of the United States of America.

E. Boundaries of the areas described in paragraph B of this Article may be changed during the period July through October by mutual agreement between the Regional Director, Bureau of Commercial Fisheries of the United States Department of the Interior, in Juneau, Alaska, and the Chief of the Joint Expedition in the Soviet fleet, DALNYBA. Using the radio communication channels provided for in Article III, either of the representatives mentioned above may communicate with the other when his Party desires to propose a boundary change. If agreement cannot be reached readily via radio communication channels on the nature of the change, the time period during which it shall apply and the time at which it shall become effective, the representatives mentioned above, at the request of either, will meet to discuss the matter further for the purpose of reaching agreement.

F. In addition, should unforeseen circumstances arise which lead either Party to consider desirable a change in the period during which the areas described in paragraph B of this Article are reserved for fixed gear or the establishment by mutual agreement of additional such areas, either of the representatives mentioned above may propose such a change to the other, using the communications channels provided for in Article III. If agreement cannot be reached readily via radio communication channels, the said representatives, at the request of either, will meet to discuss the matter further for the purpose of reaching agreement.

#### ARTICLE III

A. It is understood that some vessels are likely to operate fixed gear outside the areas described in Article II. Each Party will take special measures to promote the use by persons operating such vessels and gear of means of marking such gear in addition to those ordinarily used.

B. In order to inform the trawling fleet of the locations of fixed gear referred to in paragraph A, the Westward Regional Supervisor of the Alaska Department of Fish and Game and the Chief of the Joint Expedition in the Soviet fleet, DALRYBA, will, if the necessity arises, transmit timely information to each other on the location of such vessels and fishing gear. Arrangements for such transmissions, including the designation of working frequencies and times of transmission, will be agreed upon between the above-mentioned officials. United States Coast Guard radio station NOJ on Kodiak Island will call the Soviet command ship on 500 kilocycles in A<sub>1</sub> telegraphic emission in accordance with international radio communication procedures for the above-mentioned purpose. The

Government of the Union of Soviet Socialist Republics will notify the Government of the United States of America through diplomatic channels of the name and the call sign of the Soviet command ship and the time of the initial call.

C. The persons responsible for the operation of trawlers will be given specific instructions regarding extraordinary precautionary measures to be taken when operating in the vicinity of fixed gear the positions of which have been reported in accordance with paragraph B of this Article, or other fixed gear which is detected. Such measures may include increased watches on trawlers at night and under conditions of poor visibility, constant determination and correction with the aid of radio navigational methods of the trawler's location when approaching areas in which fixed gear has been reported in accordance with paragraph B, as well as other measures directed at precluding possible damage to such gear.

D. The provisions of Article III do not extend to vessels fishing for halibut.

#### ARTICLE IV

The United States will carry out further research designed to develop a more effective and practical method for marking the location of fixed gear. Soviet technicians will cooperate with those of the United States in this effort, particularly in connection with the testing of the effectiveness of new gear markers. The specific arrangements for such cooperation will be developed by the representatives mentioned in Article II, using the communication facilities provided for therein.

**ARTICLE V**

Each Party will immediately inform the other of damage to its fishing gear caused by the vessels or gear of the other Party in the northeastern Pacific Ocean, through the communication arrangements provided for in Article III or through diplomatic channels.

**ARTICLE VI**

This Agreement is without prejudice to the rights of either Party with respect to the conduct of fishing operations in the northeastern Pacific Ocean.

**ARTICLE VII**

The Parties consider it desirable to expand contacts between government officials, representatives of the fishing industry, and fishery scientific workers of both countries for the discussion of questions of mutual interest and the achievement of greater mutual understanding.

**ARTICLE VIII**

This Agreement shall remain in effect for a period of three years and thereafter until three months from the date on which either of the Parties notifies the other of its intent to terminate this Agreement. The Parties will meet late in the third year in which this Agreement has been in effect to review its effectiveness and to determine the need for further measures to prevent damage to each other's fishing gear.

## СОГЛАШЕНИЕ

МЕЖДУ СОЕДИНЕННЫМИ ШТАТАМИ АМЕРИКИ И СОЮЗОМ СОВЕТСКИХ  
СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК ПО РЫБОЛОВСТВУ В СЕВЕРО-  
ВОСТОЧНОЙ ЧАСТИ ТИХОГО ОКЕАНА

Правительство Соединенных Штатов Америки и Правительство  
Союза Советских Социалистических Республик,

будучи взаимно заинтересованы в том, чтобы рыболовство в  
северо-восточной части Тихого океана, осуществляющееся рыбаками  
двух стран, проводилось с соответствующим учетом интересов обеих  
Сторон;

считая желательным предпринимать меры по предотвращению на-  
несения ущерба орудиям лова, используемым рыбаками обеих стран;

считая также желательным предусмотреть соответствующие кон-  
такты между представителями обеих стран по вопросам, относящимся  
к осуществлению рыболовства;

согласились о следующих мероприятиях по проведению в жизнь  
Соглашения, заключенного между двумя Правительствами путем обмена  
нотами — нота Соединенных Штатов Америки от 4 мая 1964 года  
№ II66 и нота Союза Советских Социалистических Республик от  
3 июня 1964 года № 29:

С Т А Т Ъ Я I

Стороны примут меры для того, чтобы обратить внимание своих должностных лиц, рыбопромышленных организаций и рыбаков на важность предпринимать особые усилия, направленные на предохранение от порчи орудий лова каждой из Сторон судами и орудиями лова другой Стороны при ведении ими промысла в северо-восточной части Тихого океана. Каждая Сторона будет поощрять использование своими должностными лицами, рыбопромышленными организациями и рыбаками таких устройств обозначения местонахождения неподвижных орудий лова, которые позволяют обнаружить орудия лова днем и ночью. Стороны будут информировать друг друга об этих устройствах и методах их использования. Каждая Сторона будет содействовать принятию необходимой предосторожности со стороны лиц, ответственных за работу судов и использование орудий лова с тем, чтобы содействовать в максимально возможной степени своевременному обнаружению судов и орудий лова другой Стороны и предотвращению повреждения указанных орудий лова.

С Т А Т Ъ Я II

А. В шести районах, прилегающих к острову Кодьяк, перечисленных в настоящей статье и обозначенных на прилагаемой карте, в период с июля по октябрь включительно промысел подвижными орудиями лова проводиться не будет. Промысел подвижными орудиями лова может осуществляться вне этих районов.

Б. Районы, в которых не будет проводиться промысел подвижными орудиями лова, следующие:

1. Район, ограниченный линией, проходящей через точки:

57 15' С.Ш. - 154 51' З.Д.

56 57' С.Ш. - 154 34' З.Д.

56 21' С.Ш. - 155 40' З.Д.

56 26' С.Ш. - 155 55' З.Д.

57 15' С.Ш. - 154 51' З.Д.

2. Район, ограниченный линией, проходящей через точки:

56 27' С.Ш. - 154 06' З.Д.

55 46' С.Ш. - 155 27' З.Д.

55 40' С.Ш. - 155 17' З.Д.

55 48' С.Ш. - 155 00' З.Д.

55 54' С.Ш. - 154 55' З.Д.

56 03' С.Ш. - 154 36' З.Д.

56 03' С.Ш. - 153 45' З.Д.

56 30' С.Ш. - 153 45' З.Д.

56 30' С.Ш. - 153 49' З.Д.

56 27' С.Ш. - 154 06' З.Д.

3. Район, ограниченный линией, проходящей через точки:

56 30' С.Ш. - 153 49' З.Д.

56 30' С.Ш. - 153 00' З.Д.

56 44' С.Ш. - 153 00' З.Д.

56 57' С.Ш. - 153 15' З.Д.

56 45' С.Ш. - 153 45' З.Д.

56 30' С.Ш. - 153 49' З.Д.

4. Район, ограниченный линией, проходящей через точки:

57 05' С.Ш. - 152 52' З.Д.

56 54' С.Ш. - 152 52' З.Д.

56 46' С.Ш. - 152 37' З.Д.

56° 46' С.Ш. - 152° 20' З.Д.

57° 19' С.Ш. - 152° 20' З.Д.

57° 05' С.Ш. - 152° 52' З.Д.

5. Район, ограниченный линией, проходящей через точки:

57° 35' С.Ш. - 152° 03' З.Д.

57° 11' С.Ш. - 151° 14' З.Д.

57° 19' С.Ш. - 150° 57' З.Д.

57° 48' С.Ш. - 152° 00' З.Д.

57° 35' С.Ш. - 152° 03' З.Д.

6. Район, ограниченный линией, проходящей через точки:

58° 00' С.Ш. - 152° 00' З.Д.

58° 00' С.Ш. - 150° 00' З.Д.

58° 12' С.Ш. - 150° 00' З.Д.

58° 19' С.Ш. - 151° 29' З.Д.

58° 00' С.Ш. - 152° 00' З.Д.

В. Как исключение мелотоннажные креветочные суда могут вести траловый лов в вышеуказанных районах таким образом, чтобы не создавать помех работе с неподвижными орудиями лова в этих районах.

Г. Понимается, что право лова для рыбаков Советского Союза не распространяется на территориальные воды Соединенных Штатов Америки.

Д. Границы районов, указанные в пункте Б настоящей Статьи могут быть изменены в течение периода с июля по октябрь посредством взаимной договоренности между региональным директором бюро комерческого рыболовства департамента внутренних дел США в г. Джуно, Аляска и начальником объединенной экспедиции флота

главного управления "Дальрыба". Используя канал радиосвязи в соответствии со Статьей III, любой из упомянутых представителей может связаться с представителем другой Стороны, когда его Сторона пожелает предложить изменение границы. Если по каналу радиосвязи нельзя будет быстро достигнуть соглашения о характере этого изменения, периоде действия этого изменения и времени вступления его в силу, упомянутые представители по просьбе любого из них встретятся с тем, чтобы продолжить дальнейшее обсуждение вопроса для достижения соглашения.

Е. Кроме того, если возникнут непредвиденные обстоятельства, которые вынудят одну из Сторон считать желательным изменить период времени, в течение которого районы, указанные в пункте Б настоящей Статьи выделены для промысла неподвижными орудиями лова или установить по обоюдному согласию такие дополнительные районы, то любой из представителей, упомянутых выше, может предложить такое изменение другому представителю, используя канал радиосвязи, указанный в Статье III. Если не будет быстро достигнуто соглашение по каналу радиосвязи, упомянутые представители по просьбе любого из них встретятся, чтобы продолжить обсуждение вопросов в целях достижения соглашения.

### СТАТЬЯ III

А. Понимается, что некоторые суда могут вести промысел неподвижными орудиями лова за пределами районов, указанных в Статье II. Каждая Сторона будет принимать специальные меры для содействия использованию лицами, ведущими промысел на таких судах и применяющими такие орудия лова, дополнительных опознавательных знаков, по сравнению с обычно применяемыми.

Б. Для оповещения тралового флота о местах расположения неподвижных орудий лова, указанных в пункте А, начальник западного регионального управления департамента рыболовства и охоты Аляски и начальник объединенной экспедиции флота главного управления "Дальрыба" будут, если в этом возникнут необходимость, своевременно информировать друг друга о местах расположения этих судов и их орудий лова. Порядок передачи таких сообщений, включая выделение рабочих частот и времени передачи, будут согласовываться вышеуказанными должностными лицами. Радиостанция береговой охраны США на острове Кодьяк, позывной NOJ, вступит в контакт с вышеуказанной целью с советским флагманским судном на частоте 500 кгц в режиме телеграфного излучения AI в соответствии с международными процедурами связи. Правительство СССР известит Правительство США через дипломатические каналы о названии и позывных советского флагманского судна и о времени первоначального контакта.

В. Лица, ответственные за работу траулеров, получат конкретные указания относительно особых предупредительных мер, которые должны приниматься во время промысла в районе неподвижных орудий лова, местоположение которых сообщалось в соответствии с пунктом Б настоящей Статьи, или других обнаруженных неподвижных орудий лова. Указанные меры могут включать усиление вахтенной службы на судах тралового лова в ночное время и в условиях плохой видимости, постоянные определения и уточнения с помощью средств радионавигации местонахождения траулера при приближении к районам установки неподвижных орудий лова, сообщенным в соответствии с пунктом Б, а также другие меры, направленные на исключение возможных случаев повреждений этих орудий лова.

Г. Положения Статьи III не распространяются на суда, ведущие промысел палтуса.

#### С Т А Т Ъ Я IV

Соединенные Штаты Америки будут продолжать проводить научно-исследовательские работы в целях создания более эффективной и практической системы обозначения расположения неподвижных орудий лова. Советские специалисты будут сотрудничать с американскими специалистами в предпринимаемых ими усилиях в этой области и, в частности, при проведении испытаний эффективности новых опознавательных знаков для орудий лова. Представители, упомянутые в Статье II, разработают конкретные мероприятия для такого сотрудничества, используя каналы связи, определенные в этой же Статье.

#### С Т А Т Ъ Я V

Каждая Сторона будет немедленно информировать другую Сторону о повреждениях ее орудий лова судами или орудиями лова другой Стороны в северо-восточной части Тихого океана, используя систему связи, предусмотренную в Статье III, или по дипломатическим каналам.

#### С Т А Т Ъ Я VI

Настоящее Соглашение не ущемляет право любой из Сторон в отношении ведения промысла в северо-восточной части Тихого океана.

#### С Т А Т Ъ Я VII

Стороны считают желательным расширение контактов между их должностными лицами, представителями рыбохозяйственных организаций и научных учреждений для обсуждения вопросов, представляющих взаимный интерес, и достижения большего взаимопонимания.

С Т А Т Ъ Я VIII

Настоящее Соглашение будет оставаться в силе в течение трех лет и будет действовать до тех пор после этого периода, пока одна из Сторон не уведомит другую Сторону о своем намерении прекратить действие настоящего Соглашения. В этом случае Соглашение прекратит свое действие через три месяца со дня такого уведомления. Стороны в конце третьего года действия настоящего Соглашения встретятся для рассмотрения его эффективности и определения необходимости принятия дальнейших мер по предупреждению порчи орудий лова обеих Сторон.

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

DONE in duplicate, in the English and Russian languages, both equally authentic, at Washington this fourteenth day of December, 1964.

В УДОСТОВЕРЕНИЕ вышеуказанного нижеподписавшиеся, должным образом уполномоченные, подписали настоящее Соглашение.

СОВЕРШЕНО в двух экземплярах на английском и русском языках, каждый из которых в равной степени аутентичен, в городе Вашингтоне, четырнадцатого дня, декабря месяца, 1964 года.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:  
ЗА ПРАВИТЕЛЬСТВО СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ:

*W. Averell Harriman* [¹]  
\_\_\_\_\_

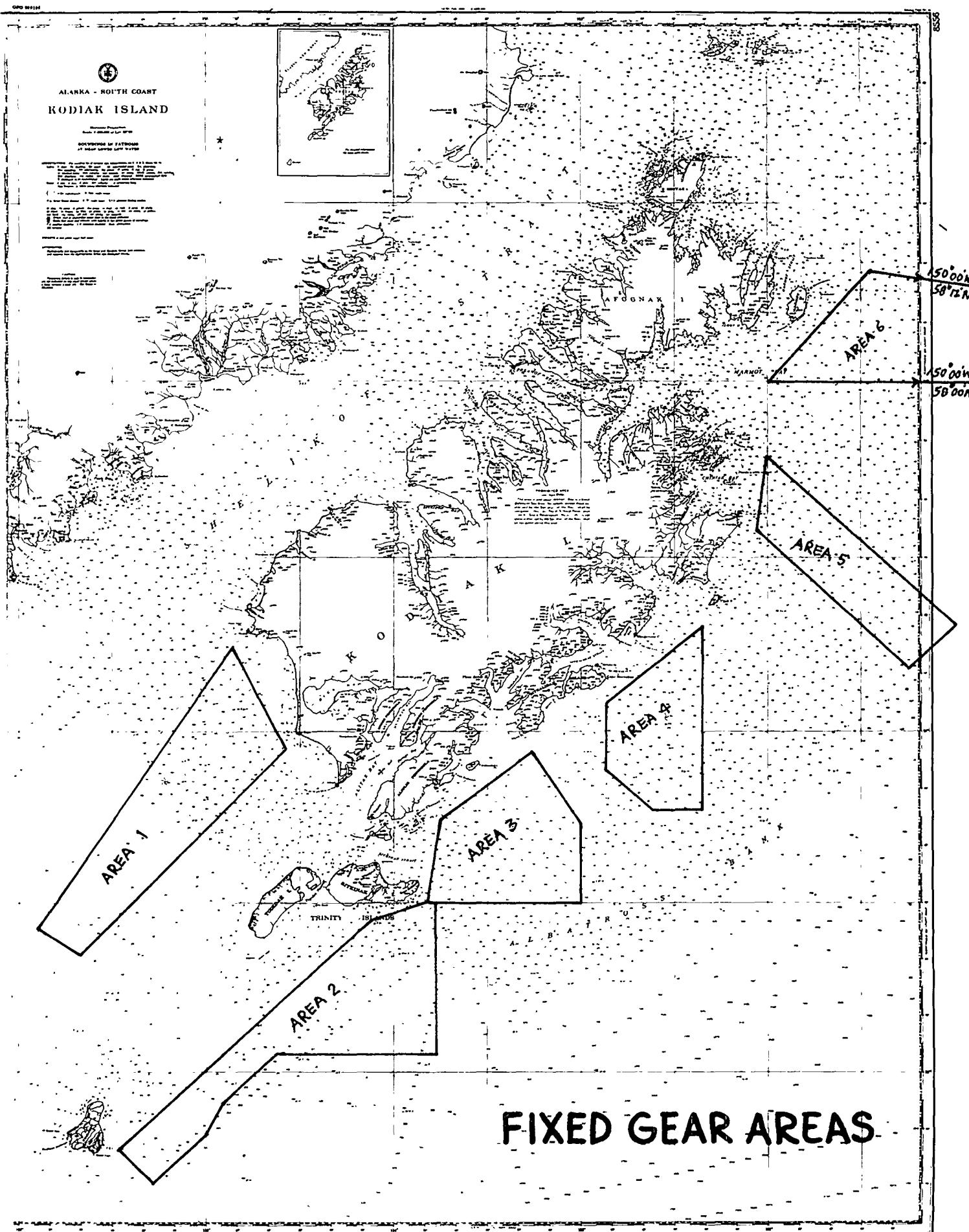
FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:  
ЗА ПРАВИТЕЛЬСТВО СОЮЗА СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК:

*A. Dobrynin* [²]

<sup>¹</sup> W. Averell Harriman

<sup>²</sup> A. Dobrynin







# TURKEY

## Investment Guaranties

*Agreement supplementing the agreements of November 15, 1951,  
and January 15, 1957.*

*Effectuated by exchange of notes*

*Signed at Ankara November 27, 1964;*

*Entered into force November 27, 1964.*

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*The American Ambassador to the Turkish Minister of Foreign Affairs*

No. 780

NOVEMBER 27, 1964

EXCELLENCY:

I have the honor to refer to Article III of the Economic Cooperation Agreement of July 4, 1948, [<sup>1</sup>] as amended, between our two Governments, and the agreements effected by exchanges of notes of November 15, 1951 and of January 15, 1957, [<sup>2</sup>] relating to investment guarantees which may be issued by the Government of the United States of America for investments in activities in Turkey. After the conclusion of these agreements, legislation has been enacted in the United States of America modifying and augmenting the coverage to be provided investors by investment guarantees that may be issued by the Government of the United States of America.

In the interest of facilitating and increasing the participation of private enterprise in furthering the economic development of Turkey, the Government of the United States of America is prepared to issue investment guarantees providing such coverage as may be authorized by the applicable United States legislation for appropriate investments in activities approved by your Government provided that your Government agrees that the undertakings between our respective Governments contained in the above-mentioned agreements will be applicable to such guarantees.

Upon receipt of a note from Your Excellency indicating that the foregoing is acceptable to the Government of Turkey and that such undertakings shall apply, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on the date of your note in reply.

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<sup>1</sup> TIAS 1794; 62 Stat. (pt. 2) 2589.

<sup>2</sup> TIAS 2500, 3781; 3 UST 3720; 8 UST 202.

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

RAYMOND A. HARE

His Excellency

FERIDUN CEMAL ERKIN,

Minister of Foreign Affairs,  
Ankara.

*The Turkish Minister of Foreign Affairs to the American Ambassador*

TÜRKİYE CUMHURİYETİ<sup>1</sup>  
DİŞİŞLERİ BAKANLIĞI

113.160-IKT.I-1/77

NOVEMBER 27, 1964.

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No. 780 of this date which reads as follows:

"I have the honor to refer to Article III of the Economic Cooperation Agreement of July 4, 1948, as amended, between our two Governments, and the agreements effected by exchanges of notes of November 15, 1951 and of January 15, 1957, relating to investment guarantees which may be issued by the Government of the United States of America for investments in activities in Turkey. After the conclusion of these agreements, legislation has been enacted in the United States of America modifying and augmenting the coverage to be provided investors by investment guarantees that may be issued by the Government of the United States of America.

In the interest of facilitating and increasing the participation of private enterprise in furthering the economic development of Turkey, the Government of the United States of America is prepared to issue investment guarantees providing such coverage as may be authorized by the applicable United States legislation for appropriate investments in activities approved by your Government provided that your Government agrees that the undertakings between our respective Governments contained in the above-mentioned agreements will be applicable to such guarantees.

Upon receipt of a note from Your Excellency indicating that the foregoing is acceptable to the Government of Turkey and that such undertakings shall apply, the Government of the United States of America will consider that this note and your reply thereto con-

<sup>1</sup> Republic of Turkey  
Ministry of Foreign Affairs

stitute an Agreement between our two Governments on this subject,  
the Agreement to enter into force on the date of your note in reply."

I have the honor to inform Your Excellency that the terms of the foregoing Note are acceptable to the Government of the Republic of Turkey and that the Government of the Republic of Turkey consider Your Excellency's Note and the present reply thereto as constituting an Agreement between our two Governments on this subject, the Agreement to enter into force on to-day's date.

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

For the Minister of  
Foreign Affairs  
K. GÜRÜN

His Excellency

RAYMOND A. HARE

*Ambassador of the United States  
of America  
Ankara.*

# CANADA

## Defense: Winter Maintenance of Haines Road

*Agreement effected by exchange of notes  
Signed at Ottawa November 27, 1964;  
Entered into force November 27, 1964.*

*The Canadian Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 188

OTTAWA, November 27, 1964.

EXCELLENCY,

I have the honour to refer to the Exchange of Notes dated March 6, 1964, [¹] which constituted an agreement between our two Governments in respect of arrangements for the winter maintenance of the northern and southern portions of the Haines Road for the 1963-64 winter season. These arrangements were complementary to the other undertakings of the Government of Canada, as set forth in the Department's Note No. 178 of October 24, 1963, [²] regarding arrangements for the clearance of the central portion of the road, Mile 48 to Mile 94, on an experimental basis for one year.

As stated in the Department's Note No. 154 of September 29, 1964, [²] the Government of Canada has now given its agreement to snow clearance of the central portion of the road, Mile 48 to Mile 94, during the forthcoming 1964-65 winter season on the same experimental basis as last year; with the qualification that this winter's operation will be the final part of the experiments on this basis. Agreement on arrangements for the remaining portions of the road for the forthcoming winter season is now required. I therefore have the honour to propose that our two Governments agree to the continuation, for the 1964-65 winter season, of the agreement contained in the Exchange of Notes of March 6, 1964, namely:

- (a) The portion of the road between Haines Junction, Yukon Territory, and Mile 94 (Blanchard River Pumping Station) will be regularly cleared by an agency of the Canadian Government. All costs of this continuous winter maintenance

<sup>¹</sup> TIAS 5543; *ante*, p. 236.

<sup>²</sup> Not printed.

- will be reimbursed to the Canadian Government by the United States Army, Alaska;
- (b) The portion of the road between Mile 48 and the Alaska border (Mile 42) shall continue to be cleared by an agency of the United States Government or by the State of Alaska;
- (c) The appropriate agencies of the two Governments may make direct arrangements for the detailed implementation of the foregoing provisions.

If this proposal is acceptable to the United States Government, I have the honour to propose that this Note and your reply shall constitute an agreement on this subject, effective on the date of your reply and to continue in effect through the 1964-65 winter snow-clearance season, after which time the parties may decide to consider other arrangements for the winter maintenance of the Haines Road.

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

PAUL MARTIN  
*Secretary of State  
for External Affairs*

His Excellency W. WALTON BUTTERWORTH,  
*Ambassador of the United States of America,  
Ottawa.*

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*The American Ambassador to the Canadian Secretary of State for  
External Affairs*

No. 130

OTTAWA, November 27, 1964

SIR:

I have the honor to acknowledge the receipt of your Note No. 183 of November 27, 1964, proposing certain conditions for an agreement between our two Governments for the winter maintenance of the Haines Road.

The conditions outlined in your Note No. 183 are acceptable to the Government of the United States and it is agreed that your Note and this reply shall constitute an agreement on this subject, effective on the date of this reply and to continue in effect through the 1964-65 winter snow clearance season, after which time the parties may decide to consider other arrangements for the winter maintenance of the Haines Road.

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

W. W. BUTTERWORTH

The Honorable PAUL MARTIN,  
*Secretary of State for External Affairs,  
Ottawa.*

# UNITED ARAB REPUBLIC

## Air Transport Services

*Agreement signed at Cairo May 5, 1964;  
Entered into force provisionally May 5, 1964.*

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### AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERN- MENT OF THE UNITED ARAB REPUBLIC

The Government of the United States of America and the Government of the United Arab Republic,

Desiring to conclude an Agreement for the purpose of promoting air transportation between their respective territories,

Have accordingly appointed authorized representatives for this purpose, who have agreed as follows:

#### ARTICLE 1

For the purposes of the present Agreement:

(a) The term "aeronautical authorities" shall mean in the case of the United States of America, the Civil Aeronautics Board and any person or agency authorized to perform the functions exercised at the present time by the Civil Aeronautics Board and, in the case of the United Arab Republic, the Department of Civil Aviation and any person or agency authorized to perform the functions exercised at present by the said Department.

(b) The term "designated airline" shall mean an airline that one Contracting Party has notified the other Contracting Party, in writing, to be the airline which will operate a specific route or routes listed in the Schedule of this Agreement.

(c) The term "territory" in relation to a State shall mean the land areas and territorial waters adjacent thereto under the sovereignty, protection, jurisdiction or trusteeship of that State.

(d) The term "air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo.

(e) The term "international air service" shall mean an air service which passes through the air space over the territory of more than one State.

(f) The term "stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail.

(g) The term "the Schedule" as used in this Agreement shall mean the schedule of routes annexed to the present Agreement and shall be deemed to be part of the Agreement and all references to the Agreement shall include reference to the Schedule, except where otherwise expressly provided.

#### ARTICLE 2

(1) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing international air services on the routes specified in the appropriate section of the Schedule thereto.

(2) Subject to the provision of the present Agreement, the airlines designated by each Contracting Party shall enjoy, in connection with their operations, the following rights:

- (a) to fly without landing across the territory of the other Contracting Party;
- (b) to make stops in the said territory for non-traffic purposes; and
- (c) to make stops in the said territory at the points specified for that route in the Schedule to the present Agreement for the purpose of putting down and taking on international traffic, and passengers, cargo and mail.

#### ARTICLE 3

International air service on a specified route may be inaugurated by an airline or airlines of one Contracting Party at any time after that Contracting Party has designated such airline or airlines for that route and the other Contracting Party has given the appropriate operating permission. Such other Party shall, subject to Article 4, be bound to give this permission provided that the designated airline or airlines may be required to qualify before the competent aeronautical authorities of that Party, under the laws and regulations normally applied by these authorities, before being permitted to engage in the operations contemplated by this Agreement.

#### ARTICLE 4

Each Contracting Party reserves the right to limit, withhold or revoke the operating permission provided for in Article 3 of this Agreement from an airline designated by the other Contracting Party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party, or in case of failure by such airline to comply with the laws and regulations referred to in Article 5 hereof, or in the case of the

failure of an airline or the government designating it otherwise to perform its obligations hereunder, or to fulfill the conditions under which the rights are granted in accordance with this Agreement.

Each Contracting Party shall not take action before the intention to do so is notified to the other Contracting Party and consultation between the aeronautical authorities of both Contracting Parties has not led to mutual agreement within a period of twenty-eight days from the date of the said notification.

#### ARTICLE 5

(1) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other Contracting Party, and shall be complied with by such aircraft upon entering or departing, from and while within the territory of the first Contracting Party.

(2) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the other Contracting Party upon entrance into or departure from, and while within the territory of the first Contracting Party.

#### ARTICLE 6

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation.<sup>[1]</sup> Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

#### ARTICLE 7

In order to prevent discriminatory practices and to assure equality of treatment, both Contracting Parties agree that:

(a) Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the Contracting Parties agrees, however, that these charges shall not be higher than would be

<sup>[1]</sup> TIAS 1591; 61 Stat. 1180.

paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils, consumable technical supplies, spare parts, regular equipment, and stores introduced into the territory of one Contracting Party by the other Contracting Party or its nationals and intended solely for use by aircraft of such Contracting Party shall be exempt on a basis of reciprocity from customs duties, inspection fees and other national duties or charges.

(c) Fuel, lubricating oils, other consumable technical supplies, spare parts, regular equipment, and stores retained on board aircraft of the airlines of one Contracting Party authorized to operate the routes and services provided for in this Agreement shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt on a basis of reciprocity from customs duties, inspection fees and other national duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

(d) Fuel, lubricating oils, other consumable technical supplies, spare parts, regular equipment, and stores taken on board aircraft of the airlines of one Contracting Party in the territory of the other and used in international services shall be exempt on a basis of reciprocity from customs duties, excise taxes, inspection fees and other national duties or charges.

#### ARTICLE 8

There shall be a fair and equal opportunity for the airlines of each Contracting Party to operate on any route covered by this Agreement.

#### ARTICLE 9

In the operation by the airlines of either Contracting Party of the trunk services described in this Agreement, the interest of the airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.

#### ARTICLE 10

The air services made available to the public by the airlines operating under this Agreement shall bear a close relationship to the requirements of the public for such services.

It is the understanding of both Contracting Parties that services provided by a designated airline under the present Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in the Schedule annexed to this Agreement shall be applied in accordance with the general principles of orderly develop-

ment to which both Contracting Parties subscribe and shall be subject to the general principle that capacity shall be related:

- (a) to traffic requirements between the country of origin and the countries of ultimate destination of the traffic;
- (b) to the requirements of through airline operation; and,
- (c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

#### ARTICLE 11

All rates to be charged by an airline of one Contracting Party to or from points in the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, such as costs of operation, reasonable profit, and the rates charged by any other carriers, as well as the characteristics of each service. Such rates shall be subject to the approval of the aeronautical authorities of the Parties, who shall act in accordance with their obligations under this Agreement, within the limits of their legal powers.

Any rate proposed to be charged by an airline of either Contracting Party for carriage to or from the territory of the other Contracting Party, shall, if so required, be filed by such airline with the aeronautical authorities of the other Contracting Party at least thirty (30) days before the proposed date of introduction unless the Contracting Party with whom the filing is to be made permits filing on shorter notice. The aeronautical authorities of each Contracting Party shall use their best efforts to insure that the rates charged and collected conform to the rates filed with either Contracting Party, and that no carrier rebates any portion of such rates, by any means, directly or indirectly including the payment of excessive sales commissions to agents or the use of unrealistic currency conversion rates.

It is recognized by both Contracting Parties that during any period for which either Contracting Party has approved the traffic conference procedures of the International Air Transport Association, or other associations of international air carriers, any rate agreements concluded through these procedures and involving airlines of that Contracting Party will be subject to the approval of that Contracting Party.

If a Contracting Party, on receipt of the notification referred to in paragraph 2 above, is dissatisfied with the rate proposed, it shall so inform the other Contracting Party at least fifteen (15) days prior to the date that such rate would otherwise become effective, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

If a Contracting Party upon review of an existing rate charged for carriage to or from its territory by an airline of the other Contracting Party is dissatisfied with that rate, it shall so notify the other Con-

tracting Party and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

In the event that an agreement is reached pursuant to the provisions of paragraph 4 or 5, each Contracting Party will exercise its best efforts to put such rate into effect.

- (a) If under the circumstances set forth in paragraph 4 no agreement can be reached prior to the date that such rate would otherwise become effective, or
- (b) if under the circumstances set forth in paragraph 5 no agreement can be reached prior to the expiry of sixty (60) days from the date of notification :

then the Contracting Party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or the continuation of the service in question at the rate complained of, provided, however, that the Contracting Party raising the objection shall not require the charging of a rate higher than the lowest rate charged by its own airline or airlines for comparable service between the same pair of points.

When in any case under paragraphs 4 and 5 of this Article the aeronautical authorities of the two Contracting Parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one Contracting Party concerning the proposed rate or an existing rate of the airline or airlines of the other Contracting Party, upon the request of either, the terms of Article 13 of this Agreement shall apply. In rendering its advisory opinion, the arbitral tribunal shall be guided by the principles laid down in this Article.

Unless otherwise agreed between the Parties, each Contracting Party undertakes to use its best efforts to insure that any rate specified in terms of the national currency of one of the Parties will be established in an amount which reflects the effective exchange rate (including all exchange fees or other charges) at which the airlines of both Parties can convert and remit the revenues from their transport operations into the national currency of the other Party.

#### ARTICLE 12

(1) Consultation between the competent authorities of both Contracting Parties may be requested at any time by either Contracting Party for the purpose of discussing the interpretation, application, or amendment of the Agreement or Route Schedule. Such consultation shall begin within a period of sixty (60) days from the date of the receipt of the request by the other Party.

(2) Should agreement be reached on amendment of this Agreement such amendment shall become effective when it has been approved in accordance with the procedure set forth in Article 17 of this Agreement.

(3) Should agreement be reached on amendment of the Route Schedule, such agreement shall become effective on the date of an exchange of diplomatic notes.

(4) A frequent exchange of views will take place between the aeronautical authorities of the two Parties in order to achieve close cooperation in all matters concerning the present Agreement.

#### ARTICLE 13

Except as otherwise provided in this Agreement, any dispute between the Contracting Parties relative to the interpretation or application of this Agreement which cannot be settled through consultation shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each Contracting Party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within two months of the date of delivery by either Party to the other Party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months.

If either of the Contracting Parties fails to designate its own arbitrator within two months, or if the third arbitrator is not agreed upon within the time limit indicated, either Party may request the President of the International Court of Justice to make the necessary appointment or appointments by choosing the arbitrator or arbitrators.

The Contracting Parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each Party.

#### ARTICLE 14

This Agreement, all amendments thereto, and contracts connected therewith shall be registered with the International Civil Aviation Organization.

#### ARTICLE 15

If a general multilateral air transport convention accepted by both Contracting Parties enters into force, the present Agreement shall be amended so as to conform with the provisions of such convention.

#### ARTICLE 16

Either of the Contracting Parties may at any time notify the other of its intention to terminate the present Agreement. Such a notice shall be sent simultaneously to the International Civil Aviation Organization. In the event such communication is made, this Agreement shall terminate one year after the date of its receipt, unless by agreement between the Contracting Parties the notice of intention to termi-

nate is withdrawn before the expiration of that time. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed as having been received fourteen days after its receipt by the International Civil Aviation Organization.

#### ARTICLE 17

This Agreement shall enter into force provisionally on the date of signature, and shall enter into force definitively thirty (30) days after the date on which the Government of the United Arab Republic gives written notification to the Government of the United States of America that the constitutional requirements of the United Arab Republic for definitive entry into force have been fulfilled.

This Agreement shall, upon signature, provisionally replace the Air Transport Services Agreement signed at Cairo June 15, 1946,[<sup>1</sup>] together with the Annexes thereto, and shall terminate that Agreement and its Annexes upon the date the present Agreement enters into force definitively.

In witness thereof, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement. Done in duplicate at Cairo this 5<sup>th</sup> day of May, 1964.

JOHN S. BADEAU

*For the Government of  
the United States of America*

A. SEIF

*For the Government of  
the United Arab Republic*

#### SCHEDULE

1. An airline or airlines designated by the Government of the United States shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make scheduled landings in the United Arab Republic at the points specified in this paragraph:

United States to Cairo and thence to Iraq (Basra), Saudi Arabia (Dahran), and beyond, via:

- (a) Ireland, France, Switzerland, Italy, and Greece,
- (b) Portugal, Spain, Italy, and Greece,
- (c) Portugal, Spain, and North African points, and
- (d) Ireland, The United Kingdom, Federal Republic of Germany, and intermediate points.

2. An airline or airlines designated by the Government of the United Arab Republic shall be entitled to operate air services on each of the

<sup>1</sup> TIAS 1727, 3884; 61 Stat. (pt. 4) 3825; 8 UST 1363.

air routes specified via intermediate points in both directions, and to make scheduled landings in the United States at the points specified in this paragraph:

United Arab Republic to New York via:

- (a) Greece, Italy, Switzerland, France, and Ireland,
- (b) Greece, Italy, Switzerland, Federal Republic of Germany, United Kingdom, and Ireland.

3. Points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

# PAKISTAN

## Agricultural Commodities

*Agreement amending the agreement of October 14, 1961, as amended.*

*Effectuated by exchange of notes*

*Signed at Karachi November 28, 1964;*

*Entered into force November 28, 1964.*

*The American Ambassador to the Pakistan Secretary, Economic Affairs Division*

KARACHI, November 28, 1964

SIR:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States and the Government of Pakistan, dated October 14, 1961, [<sup>1</sup>] as amended, and to propose that Article I of the Agreement be further amended by substituting the following for the commodity table in Article I:

COMMODITY	EXPORT MARKET VALUE (MILLIONS)
Wheat and wheat products	\$333.0
Feedgrains	6.3
Cotton (extra long staple)	9.6
Cotton (Upland)	6.3
Tobacco	8.0
Cottonseed and/or soybean oil	127.65
Dried eggs	0.6
Frozen and/or canned poultry	0.4
Tallow (inedible)	16.0
Dry edible beans	1.9
Dry edible peas	0.7
Milk (nonfat dry)	3.8
Milk (dry whole)	3.37
Milk (sweetened condensed and evaporated)	2.83
Butter, butter oil, and ghee	17.2
Ocean transportation	83.9
	<hr/>
	\$621.55

<sup>1</sup> TIAS 4852; 12 UST 1287.

I have the honor to propose that this note and your reply concurring therein shall constitute an agreement between our two Governments on this subject to enter into force on the date of your note in reply.

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

WALTER P. McCONAUGHEY

Mr. OSMAN ALI, Secretary,  
Economic Affairs Division,  
Government of Pakistan,  
Karachi.

*The Pakistan Secretary, Economic Affairs Division to the American Ambassador*

Telegrams: ECONOMIC

GOVERNMENT OF PAKISTAN  
PRESIDENT'S SECRETARIAT  
ECONOMIC AFFAIRS DIVISION

KARACHI, the November 28, 1964.

EXCELLENCY:

I have the honour to acknowledge with thanks the receipt of your Note dated November 28, 1964, containing the proposal to amend further Article I of the Agricultural Commodities Agreement between the Government of Pakistan and the Government of the United States of America dated October 14, 1961, as amended, the text of which is reproduced below:

"I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States and the Government of Pakistan, dated October 14, 1961, as amended, and to propose that Article I of the Agreement be further amended by substituting the following for the commodity table in Article I:

COMMODITY	EXPORT MARKET VALUE (MILLIONS)
Wheat and wheat products	\$333.0
Feedgrains	6.3
Cotton (extra long staple)	9.6
Cotton (Upland)	6.3
Tobacco	8.0
Cottonseed and/or soyabean oil	127.65
Dried eggs	0.6
Frozen and/or canned poultry	0.4
Tallow (inedible)	16.0
Dry edible beans	1.9
Dry edible peas	0.7
Milk (nonfat dry)	3.8
Milk (dry whole)	3.37
Milk (sweetened condensed and evaporated)	2.83
Butter, butter oil, and ghee	17.2
Ocean transportation	83.9
	\$621.55

I have the honor to propose that this note and your reply concurring therein shall constitute an agreement between our two Governments on this subject to enter into force on the date of your note in reply.

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

I confirm that the foregoing sets forth the understanding of the Government of Pakistan.

S OSMAN ALI

S. Osman Ali

*Secretary*

His Excellency,

WALTER P. McCONAUGHEY,

*Ambassador of the United States  
of America in Pakistan.*

# **DEMOCRATIC REPUBLIC OF THE CONGO**

## **Agricultural Commodities**

*Agreement signed at Léopoldville December 9, 1964;  
Entered into force December 9, 1964.  
With exchange of notes.*

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### **AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED**

The Government of the United States of America and the Government of the Democratic Republic of the Congo:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Congo francs of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Congo francs accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Democratic Republic of the Congo pursuant to Title I of the Agricultural Trade Development and Assistance Act,<sup>[1]</sup> as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

#### **ARTICLE I**

##### **SALES FOR CONGO FRANCS**

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Democratic

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

Republic of the Congo of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance during United States fiscal year 1965 the sales for Congo francs, to purchasers authorized by the Government of the Democratic Republic of the Congo of the following agricultural commodities in the amounts indicated:

<u>Commodity</u>	<u>Export Market Value</u> (millions)
Cotton	\$3. 84
Ocean transportation (estimated)	. 21
Total	\$4. 05

2. Applications for purchase authorizations will be made as soon as possible within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment of this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Congo francs accruing from such sale, and other relevant matters.

3. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sales or delivery is unnecessary or undesirable.

## ARTICLE II

### USES OF CONGO FRANCS

The Congo francs accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown:

A. For United States expenditures under subsections (a), (b), (c), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 15 percent of the Congo francs accruing pursuant to this agreement.

B. For grant to the Government of the Democratic Republic of the Congo under subsection (c) of Section 104 of the Act, 85 percent of the Congo francs accruing pursuant to this agreement.

### ARTICLE III

#### DEPOSIT OF CONGO FRANCS

1. The amount of Congo francs to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Congo francs, as follows:

- (a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Democratic Republic of the Congo, or
- (b) if more than one legal rate for foreign exchange transactions exist, at a rate of exchange to be mutually agreed upon from time to time, between the Government of the Democratic Republic of the Congo and the Government of the United States of America.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of francs which become due under this Agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this Agreement for two years from the effective date of this Agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total francs accruing to the Government of the United States of America under this Agreement.

### ARTICLE IV

#### GENERAL UNDERTAKINGS

1. The Government of the Democratic Republic of the Congo will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and

to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Democratic Republic of the Congo will furnish current information on the progress of the program, particularly with respect to the arrival and condition of commodities and information relating to imports and exports of the same or like commodities.

## ARTICLE V

### CONSULTATION

The Governments will, upon request of either of them, consult regarding any matter relating to the application of this agreement, or to the operation of arrangements carried out pursuant to this agreement.

## ARTICLE VI

### ENTRY INTO FORCE

This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Leopoldville in duplicate this date of 9 déc 1964.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF  
AMERICA

G. McMURTRIE GODLEY

FOR THE GOVERNMENT OF THE  
DEMOCRATIC REPUBLIC OF  
THE CONGO

M. TSHOMBE

**ACCORD SUR LA FOURNITURE DE PRODUITS AGRICOLES CONCLU ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE DEMOCRATIQUE DU CONGO EN VERTU DU TITRE I DE LA LOI SUR LE DEVELOPPEMENT DES ECHANGES COMMERCIAUX ET L'AIDE EN PRODUITS AGRICOLES, TEL QUE MODIFIE**

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Démocratique du Congo,

Reconnaissant qu'il est souhaitable de développer le commerce des produits agricoles entre leurs deux pays et avec d'autres nations amies de façon telle que ces opérations ne perturbent pas les marchés habituels des Etats-Unis d'Amérique pour ces produits ni n'affectent les prix mondiaux des produits agricoles ou ne gênent les pratiques commerciales en usage avec les nations amies;

Considérant que l'achat en francs congolais de produits agricoles d'origine américaine aidera à la réalisation de ce développement.

Considérant que les francs congolais provenant de tels achats seront utilisés d'une façon profitable aux deux pays.

Désirant établir les clauses qui régiront les ventes de produits agricoles à la République Démocratique du Congo, comme spécifié ci-après, conformément au Titre I de la Loi sur le Développement des Echanges Commerciaux et de l'Aide en Produits Agricoles, tel que modifiée (ci-après dénommée la Loi) et les mesures que les deux Gouvernements prendront tant individuellement que collectivement pour poursuivre le développement du commerce de tels produits,

Ont convenu ce qui suit:

**ARTICLE I**

**VENTES PAYABLES EN FRANCS CONGOLAIS**

1. Sous réserve de la délivrance par le Gouvernement des Etats-Unis d'Amérique et de l'acceptation par le Gouvernement de la République Démocratique du Congo des autorisations d'achat, et sous réserve de la disponibilité des produits repris aux termes de la Loi au moment de l'exportation, le Gouvernement des Etats-Unis d'Amérique s'engage durant l'année fiscale américaine 1965 à financer les ventes en francs congolais à des acheteurs autorisés par le Gouvernement de la République Démocratique du Congo des produits agricoles suivants pour le montant indiqué:

<u>Produit</u>	<u>Valeur sur le marché d'exportation (millions)</u>
Coton	\$ 3.84
Transport Maritime (estimation)	.21
Total . . . . .	4.05

2. Les demandes d'autorisation d'achat seront effectuées aussitôt que possible, dans un délai de 90 jours, suivant la date effective du présent Accord, sauf pour les demandes d'autorisation pour tous produits supplémentaires ou quantités de produits prévus dans tout amendement à cet Accord, qui seront faites endéans les 90 jours suivant la date effective de cet amendement. Les autorisations d'achat comprendront les clauses relatives à la vente et à la livraison des produits, la date et les conditions de dépôt des francs congolais produits par cette vente, et autres dispositions s'y rapportant.

3. Le financement, la vente et la livraison des produits relatifs au présent accord pourront être résiliés par l'un ou l'autre des Gouvernements, si ce Gouvernement estime que par suite de changement de conditions, la continuation du financement de la vente ou de la livraison n'est plus nécessaire ou souhaitable.

## ARTICLE II

### EMPLOI DES FRANCS CONGOLAIS

Les francs congolais revenant au Gouvernement des Etats-Unis d'Amérique par suite de ventes effectuées conformément au présent Accord seront utilisés par le Gouvernement des Etats-Unis d'Amérique, de la manière et dans l'ordre de priorité que le Gouvernement des Etats-Unis d'Amérique déterminera, pour les buts suivants et dans les proportions indiquées ci-après:

A- Pour les dépenses des Etats-Unis au titre des sous-paragraphes (a), (b), (c), (d), (f) et (h) jusqu'à (t) du Chapitre 104 de la Loi, ou au titre de l'un de ces sous-paragraphes, 15% des francs congolais acquis en vertu du présent Accord.

B- A titre de don au Gouvernement de la République Démocratique du Congo, en vertu du sous-paragraphe (c) du Chapitre 104 de la Loi, 85% des francs congolais acquis en vertu de cet Accord.

## ARTICLE III

### DEPOT DES FRANCS CONGOLAIS

1. Le montant des francs congolais à déposer au compte du Gouvernement des Etats-Unis d'Amérique devra être équivalent à la valeur des ventes en dollars des produits et du frêt maritime remboursé ou financé par le Gouvernement des Etats-Unis d'Amérique (sauf pour les frais supplémentaires résultant du règlement nécessitant l'emploi des navires battant pavillon Américain) convertis en francs congolais, comme suit:

a) au taux de change du dollar applicable aux transactions d'importations commerciales en vigueur aux dates des paiements en dollars par les Etats-Unis, pour autant qu'un taux de change unique soit fixé par le Gouvernement de la République Démocratique du Congo pour toutes les opérations en monnaies étrangères, ou,

(b) dans le cas où plus d'un taux légal de change existerait, à un taux de change agréé périodiquement de commun accord entre le Gouvernement de la République Démocratique du Congo et le Gouvernement des Etats-Unis d'Amérique.

2. Le Gouvernement des Etats-Unis d'Amérique déterminera quels fonds seront utilisés pour le paiement de tous remboursements de francs qui seront dûs dans le cadre du présent Accord ou qui sont ou deviendraient dûs sous tout accord agricole antérieur.

Une réserve sera constituée sous le présent Accord pour une période de deux ans à dater de sa mise en vigueur. Cette réserve pourra être utilisée pour le paiement desdits remboursements. Tout paiement fait de cette réserve sera déduit du total des francs congolais revenant au Gouvernement des Etats-Unis d'Amérique dans le cadre du présent Accord.

#### ARTICLE IV

##### DISPOSITIONS GENERALES

1. Le Gouvernement de la République Démocratique du Congo prendra toutes dispositions utiles pour prévenir la revente ou le transbordement vers d'autres pays, ou l'utilisation de ces produits à usage autre que domestique des produits agricoles achetés suite au présent Accord (sauf dans les cas où la revente, le transbordement ou l'utilisation serait approuvé par le Gouvernement des Etats-Unis d'Amérique) pour prévenir l'exportation de tout produit d'origine locale ou étrangère qui serait identique ou similaire aux produits achetés selon les termes du présent accord au cours de la période commençant à la date d'entrée en vigueur de cet accord et se terminant à la date à laquelle ces produits sont reçus et utilisés (sauf au cas où cette exportation est spécifiquement approuvée par le Gouvernement des Etats-Unis d'Amérique); et pour s'assurer que l'achat de ces produits n'aurait pour résultat d'accroître la disponibilité de ces produits ou de produits similaires dans les pays hostiles aux Etats-Unis d'Amérique.

2. Les deux Gouvernements prendront toutes précautions raisonnables pour s'assurer que toutes les ventes et achats de produits agricoles effectués conformément à cet Accord ne remplaceront pas les marchés normaux des Etats-Unis d'Amérique pour ces produits ou ne causeront pas le déséquilibre des prix mondiaux des produits agricoles ni les relations commerciales avec les nations amies.

3. Dans l'application de cet Accord, les deux Gouvernements chercheront à assurer des conditions commerciales permettant le fonctionnement efficace du commerce des particuliers et s'efforceront de développer et d'accroître la demande continue de produits agricoles.

4. Le Gouvernement de la République Démocratique du Congo fournira régulièrement des renseignements sur l'évolution du programme, particulièrement en ce qui concerne l'arrivée et l'état des marchandises et des renseignements relatifs aux importations et aux exportations de ces mêmes produits ou de produits similaires.

ARTICLE VCONSULTATION

Les deux Gouvernements se consulteront, sur demande de l'un d'eux, sur toute question relative à l'application du présent Accord, ou sur l'exécution des dispositions prises en vertu du présent Accord.

ARTICLE VIENTREE EN VIGUEUR

Le présent Accord entrera en vigueur dès sa signature.

EN FOI DE QUOI, les délégués respectifs, dûment autorisés à cet effet, ont signé le présent Accord.

Fait à Léopoldville, en double exemplaire, ce 9 Déc 1964.

POUR LE GOUVERNEMENT  
DE LA REPUBLIQUE  
DEMOCRATIQUE DU CONGO,

M. TSCHOMBE

POUR LE GOUVERNEMENT  
DES ETATS-UNIS  
D'AMERIQUE

G. McMURTRIE GODLEY

*The American Ambassador to the Congo Minister of Foreign Affairs*

No. 621

LEOPOLDVILLE December 9, 1964

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments and to inform you of my Government's understanding of the following:

(1) The Government of the Democratic Republic of the Congo does not intend to export raw cotton during the period in which PL 480 cotton is being imported and utilized; however, should cotton be exported from the Democratic Republic of the Congo during this period, the Government of the Democratic Republic of the Congo agrees to reimburse the Government of the United States of America in dollars for the equivalent quantity of such exports at the per bale value of the cotton received under the agreement. Reimbursement would not be in excess of the total value of the PL 480 cotton.

It is assumed that the textiles produced from PL 480 cotton will be for domestic use and will not be exported. Should any textiles be exported from the Congo during the period in which PL 480 cotton is being imported and utilized, the Government of the Democratic Republic of the Congo agrees to reimburse the Government of the United States of America in dollars for the equivalent raw cotton content of such textiles.

(2) With regard to paragraph 4 of Article IV of the agreement, the Government of the Democratic Republic of the Congo agrees to

furnish quarterly the following information in connection with each shipment of commodity received under the agreement: the name of each vessel; the date; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo i.e., stored, distributed locally, or, if shipped, where shipped. In addition, the Government of the Democratic Republic of the Congo agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations.

The Government of the Democratic Republic of the Congo further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

(3) The Government of the Democratic Republic of the Congo will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of francs: (a) for purposes of section 104(a) of the Act, \$81,000 or two percent of the Congo francs accruing under the Agreement, whichever is the greater, to finance agricultural market development activities in other countries; and (b) for purposes of section 104(b) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961,[1] up to \$40,000 worth of Congo francs to finance educational and cultural exchange programs and activities in other countries.

(4) The Government of the United States of America may utilize the Congo francs in the Democratic Republic of the Congo to pay for travel which is part of a trip in which the traveler travels from, to or through the Democratic Republic of the Congo. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which francs may be utilized shall not be limited to services provided by Congolese transportation facilities.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

G. MCMURTRIE GODLEY

His Excellency

MOISE TSCHOMBE

Minister of Foreign Affairs  
Leopoldville

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<sup>1</sup> 75 Stat. 527; 22 U.S.C. § 2451 note.

*The Congo Minister of Foreign Affairs to the American Ambassador*

RÉPUBLIQUE DÉMOCRATIQUE DU CONGO  
CABINET DU PREMIER MINISTRE

No 01393/CAB/P.M.

LÉOPOLDIVILLE, le 9 décembre 64

EXCELLENCE,

J'ai l'honneur de me référer à votre Note de ce jour précisant l'interprétation que votre Gouvernement donne aux articles de l'Accord sur les Produits Agricoles signé aujourd'hui par les représentants de nos deux Gouvernements et relatif à la fourniture de coton brut.

J'ai le plaisir de vous assurer que le Gouvernement de la République Démocratique du Congo s'engage à respecter toutes les clauses de cet Accord, telles que précisées dans votre Note.

Je vous prie de croire, Excellence, à l'assurance de ma haute considération.



A Son Excellence  
L'AMBASSADEUR DES ETATS-UNIS  
D'AMÉRIQUE à  
Leopoldville

*Translation*

DEMOCRATIC REPUBLIC OF THE CONGO  
OFFICE OF THE PRIME MINISTER

No. 01393/CAB/P.M.

LÉOPOLDIVILLE, December 9, 1964

EXCELLENCY:

I have the honor to refer to your note of this date, setting forth the interpretation given by your Government to the articles of the Agricultural Commodities Agreement signed today by the representatives of our two Governments and concerning the supplying of raw cotton.

I am happy to assure you that the Government of the Democratic Republic of the Congo undertakes to observe all the clauses of this Agreement as set forth in your note.

Accept, Excellency, the assurance of my high consideration.

[SEAL]

M. TSCHOMBE

Dr. Moïse Tshombe  
Prime Minister and  
Minister of Foreign Affairs

His Excellency

THE AMBASSADOR OF THE  
UNITED STATES OF AMERICA  
at Léopoldville.

# VIET-NAM

## Agricultural Commodities

*Agreement amending the agreement of January 9, 1964, as amended.*

*Effectuated by exchange of notes*

*Signed at Saigon November 30, 1964;*

*Entered into force November 30, 1964.*

*The American Deputy Ambassador to the Vietnamese Minister of Foreign Affairs*

No. 212

SAIGON, November 30, 1964.

EXCELLENCY:

I have the honor to refer to the Surplus Agricultural Commodities Agreement entered into between our two Governments on January 9, 1964, as amended April 14 and July 24, 1964 [1] and to conversations between representatives of our two Governments relating to your Governments' request for rice.

I further have the honor to propose that Article I Paragraph One of the above cited Agreement be further amended by deleting the list of the commodities and the dollar value and substituting the following therefore:

COMMODITY	EXPORT MARKET VALUE (MILLIONS)
RICE	\$ 3.11
WHEAT/WHEAT FLOUR	4.80
SWEETENED CONDENSED MILK	10.94
NON-FAT DRY MILK	.14
ANHYDROUS MILK FAT	.37
EVAPORATED MILK	.15
DRY WHOLE MILK	.19
TOBACCO	6.00
COTTON	10.30
OCEAN TRANSPORTATION (EST.)	2.88
TOTAL	38.88

<sup>1</sup> TIAS 5514, 5563, 5627; ante, pp. 13, 352, 1489.

I have the honor to propose that the amount for conversion for agricultural market development purposes specified in Note Number 125 dated January 9, 1964 be increased from \$624,000 to \$777,600.

I also have the honor to propose that the Government of Vietnam agree that it will prohibit the export of rice until June 30, 1965.

Furthermore, I propose that this note and your Excellency's reply concurring therein shall constitute an agreement on this matter, to enter into force on the date of your Excellency's note.

U. ALEXIS JOHNSON  
Deputy Ambassador

His Excellency,  
**PHAM DANG LAM,**  
*Minister of Foreign Affairs,  
Saigon.*

*The Vietnamese Minister of Foreign Affairs to the American Deputy Ambassador*

RÉPUBLIQUE DU VIÊTNAM

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

*Le Ministre*

No 6061/EF.NC.

SAIGON, le 30 Novembre 1964.

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre No.212 en date du 30 Novembre 1964 dont teneur suit :

"I have the honor to refer to the Surplus Agricultural Commodities Agreement entered into between our two Governments on January 9, 1964, as amended April 14 and July 24, 1964 and to conversations between representatives of our two Governments relating to your Government's request for rice.

I further have the honor to propose that Article I Paragraph One of the above cited Agreement be further amended by deleting the list of the commodities and the dollar value and substituting the following therefore:

<u>COMMODITY</u>	<u>EXPORT MARKET VALUE (MILLIONS)</u>
RICE	\$ 3.11
WHEAT/WHEAT FLOUR	4.80
SWEETENED CONDENSED MILK	10.94
NON-FAT DRY MILK	.14
ANHYDROUS MILK FAT	.37
EVAPORATED MILK	.15
DRY WHOLE MILK	.19
TOBACCO	6.00
COTTON	10.30
OCEAN TRANSPORTATION (EST.)	2.88
 TOTAL	 38.88

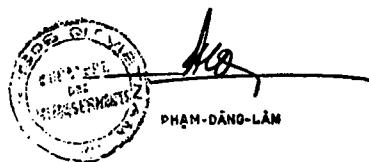
I have the honor to propose that the amount for conversion for agricultural market development purposes specified in Note Number 125 dated January 9, 1964 be increased from \$ 624,000 to \$ 777,600.

I also have the honor to propose that the Government of Viet-Nam agree that it will prohibit the export of rice until June 30, 1965.

Furthermore, I propose that this note and your Excellency's reply concurring therein shall constitute an agreement on this matter, to enter into force on the date of your Excellency's note."

J'ai l'honneur de confirmer à votre Excellence que le Gouvernement de la République du Viet-Nam accepte les propositions ci-dessus, et que le présent échange de lettres constitue entre nos deux Gouvernements un accord qui entre en vigueur à partir de ce jour.

Veuillez agréer, EXCELLENCE, les assurances de ma très haute considération.



Son Excellence Monsieur U. ALEXIS JOHNSON  
*Ambassadeur Adjoint*  
*des Etats-Unis d'Amérique*  
*Saigon*

*Translation*

REPUBLIC OF VIET-NAM  
MINISTRY OF FOREIGN AFFAIRS  
*The Minister*

No. 6061/EF.NC.

SAIGON, November 30, 1964

**EXCELLENCY:**

I have the honor to acknowledge receipt of your note No. 212 dated November 30, 1964, the tenor of which is as follows:

[The U.S. note is quoted in English.]

I have the honor to confirm to Your Excellency that the Government of the Republic of Viet-Nam accepts the foregoing proposals and that this exchange of notes constitutes an agreement between our two Governments, which shall enter into force today.

Accept, Excellency, the assurances of my very high consideration.

PHAM-DANG-LAM

Pham-Dang-Lam

His Excellency

U. ALEXIS JOHNSON,  
*Deputy Ambassador of the  
United States of America,  
Saigon.*

# MULTILATERAL

## Statute of The Hague Conference on Private International Law

*Formulated at the Seventh Session of the Conference held at The Hague October 9–31, 1951;  
Entered into force with respect to the United States of America October 15, 1964.*

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### *Translation*

## THE HAGUE CONFERENCE ON PRIVATE INTERNATIONAL LAW

### Seventh Session

The Hague, October 9–31, 1951

### Statute of The Hague Conference on Private International Law (revised text)

The Governments of the following countries:

The Federal Republic of Germany, Austria, Belgium, Denmark, Spain, Finland, France, Italy, Japan, Luxembourg, Norway, the Netherlands, Portugal, the United Kingdom of Great Britain and Northern Ireland, Sweden, and Switzerland;

Considering the permanent character of The Hague Conference on Private International Law;

Desiring to accentuate this character;

Having, for such purpose, deemed it desirable to provide the Conference with a Statute;

Have agreed as follows:

### Article 1

The purpose of The Hague Conference shall be to work for the progressive unification of the rules of private international law.

### Article 2

The States that have already participated in one or more sessions of the Conference and accept this Statute shall be Members of The Hague Conference on Private International Law.

Any other States the participation of which is of juridical interest to the work of the Conference may become Members. The admission

of new Members shall be decided by the Governments of the participant States, on the proposal of one or more of them, by a majority vote, within six months from the day on which the Governments have been informed of such proposal.

The admission shall become definitive by reason of the acceptance of this Statute by the State concerned.

### Article 3

The functioning of the Conference shall be the responsibility of the Netherland State Commission, established by royal decree of February 20, 1897, for the purpose of promoting the codification of private international law.

That Commission shall be responsible for the functioning of the Conference through a Permanent Bureau, the activities of which it shall direct.

It shall examine all proposals intended to be placed on the agenda of the Conference. It may determine the action to be taken on such proposals.

The State Commission shall fix, after consultation with the Members of the Conference, the date and the agenda of the sessions.

It shall ask the Government of the Netherlands to convene the Members.

The regular sessions of the Conference shall be held, in principle, every four years.

When necessary, the State Commission may, with the approval of the Members, ask the Government of the Netherlands to call a special session of the Conference.

### Article 4

The Permanent Bureau shall have its headquarters at The Hague. It shall be composed of a Secretary General and two Secretaries, of different nationalities, who shall be appointed by the Government of the Netherlands upon presentation by the State Commission.

The Secretary General and the Secretaries must have the proper legal knowledge and practical experience.

The number of Secretaries may be increased after consultation with the Members of the Conference.

### Article 5

Under the direction of the State Commission, the Permanent Bureau shall be responsible for:

- (a) Preparing for and organizing the sessions of The Hague Conference and the meetings of the special committees;
- (b) The work of the secretariat of the above-mentioned sessions and meetings;
- (c) All the tasks included in the work of a secretariat.

### Article 6

In order to facilitate communication between the Members of the Conference and the Permanent Bureau, the Government of each Member must designate a national agency.

The Permanent Bureau may correspond with all the national agencies so designated and the competent international organizations.

### Article 7

The Conference, and, in the period between sessions, the State Commission, may set up special committees for the purpose of preparing draft conventions or studying any questions of private international law that come within the purpose of the Conference.

### Article 8

The operating and maintenance expenses of the Permanent Bureau and the special committees shall be apportioned among the Members of the Conference, with the exception of compensation for the travel and living expenses of the representatives on the special committees, which compensation shall be paid by the Governments represented.

### Article 9

The budget of the Permanent Bureau and the special committees shall be submitted every year to the Members' diplomatic representatives at The Hague for approval.

These representatives shall also determine the apportionment among the Members of the expenses payable by them under that budget.

The diplomatic representatives shall meet, for such purposes, under the chairmanship of the Minister of Foreign Affairs of the Netherlands.

### Article 10

The expenses resulting from the regular sessions of the Conference shall be borne by the Government of the Netherlands.

In the event of a special session, the expenses shall be apportioned among the Members of the Conference who are represented at the session.

In any case, compensation for the travel and living expenses of the Delegates shall be paid by their respective Governments.

### Article 11

The practices of the Conference shall continue to be observed in all matters not in conflict with this Statute or the Regulations.

### Article 12

Amendments may be made in this Statute if they are approved by two-thirds of the Members.

### Article 13

The provisions of this Statute shall be supplemented by Regulations for the purpose of ensuring the execution thereof. The Regulations shall be prepared by the Permanent Bureau and submitted to the Governments of the Members for approval.

### Article 14

This Statute shall be submitted for acceptance to the Governments of the States that have participated in one or more sessions of the Conference. It shall enter into force as soon as it is accepted by a majority of the States represented at the Seventh Session.

The statement of acceptance shall be deposited with the Netherlands Government, which shall communicate the deposit thereof to the Governments mentioned in the first paragraph of this article.

In the event of the admission of a new State, the same shall apply with respect to the statement of acceptance by that State.

### Article 15

Each Member may denounce this Statute after a period of five years from the date of its entry into force under the term of Article 14, first paragraph.

Such denunciation must be notified to the Ministry of Foreign Affairs of the Netherlands at least six months before the expiration of the fiscal year of the Conference and shall become effective on the expiration of the aforesaid year, but only with respect to the Member that has given the notice thereof.

### A CERTIFIED COPY OF THE ORIGINAL

THE HAGUE, November 25, 1964

[SEAL]

A. M. STUYT

Professor A. M. Stuyt  
*Treaty Adviser*  
*Ministry of Foreign Affairs*  
*of the Netherlands*

# CONFÉRENCE DE LA HAYE DE DROIT INTERNATIONAL PRIVÉ

## Septième Session

*La Haye, 9—31 octobre 1951*

### Statut de la Conférence de La Haye de Droit International Privé (texte revisé)

Les Gouvernements des Pays ci-après énumérés :

la République Fédérale d'Allemagne, l'Autriche, la Belgique, le Danemark, l'Espagne, la Finlande, la France, l'Italie, le Japon, le Luxembourg, la Norvège, les Pays-Bas, le Portugal, le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, la Suède et la Suisse;

considérant le caractère permanent de la Conférence de La Haye de Droit International Privé;

désirant accentuer ce caractère; ayant, à cette fin, estimé souhaitable de doter la Conférence d'un Statut; sont convenus des dispositions suivantes :

#### Article 1er

La Conférence de La Haye a pour but de travailler à l'unification progressive des règles de droit international privé.

#### Article 2

Sont Membres de la Conférence de La Haye de Droit International Privé les Etats qui ont déjà participé à une ou plusieurs Sessions de la Conférence et qui acceptent le présent Statut.

Puissent devenir Membres tous autres Etats dont la participation présente un intérêt de nature juridique pour les travaux de la Conférence. L'admission de nouveaux Membres est décidée par les Gouvernements des Etats participants, sur proposition de l'un ou de plusieurs d'entre eux, à la majorité des voix émises, dans un délai de six mois, à dater du jour où les Gouvernements ont été saisis de cette proposition.

L'admission devient définitive du fait de l'acceptation du présent Statut par l'Etat intéressé.

#### Article 3

Le fonctionnement de la Conférence est assuré par la Commission d'Etat néerlandaise, instituée par Décret Royal du 20 février 1897 en vue de promouvoir la codification du droit international privé.

Cette Commission assure ce fonctionnement par l'intermédiaire d'un Bureau Permanent dont elle dirige les activités.

Elle examine toutes les propositions destinées à être mises à l'ordre du jour de la Conférence. Elle est libre d'appréhender la suite à donner à ces propositions.

La Commission d'Etat fixe, après consultation des Membres de la Conférence, la date et l'ordre du jour des Sessions.

Elle s'adresse au Gouvernement des Pays-Bas pour la convocation des Membres.

Les Sessions ordinaires de la Conférence auront lieu, en principe, tous les quatre ans.

En cas de besoin, la Commission d'Etat peut, après avis favorable des Membres, prier le Gouvernement des Pays-Bas de réunir la Conférence en Session Extraordinaire.

#### Article 4

Le Bureau Permanent a son siège à La Haye. Il est composé d'un Secrétaire Général et de deux Secrétaires, appartenant à des nationalités différentes, qui sont nommés par le Gouvernement des Pays-Bas, sur présentation de la Commission d'Etat.

Le Secrétaire Général et les Secrétaires devront posséder des connaissances

sances juridiques et une expérience pratique appropriées.

Le nombre des Secrétaires peut être augmenté après consultation des Membres de la Conférence.

#### Article 5

Sous la direction de la Commission d'Etat, le Bureau Permanent est chargé:

a) de la préparation et de l'organisation des Sessions de la Conférence de La Haye, ainsi que des réunions des Commissions spéciales;

b) des travaux du Secrétariat des Sessions et des réunions ci-dessus prévues;

c) de toutes les tâches qui rentrent dans l'activité d'un secrétariat.

#### Article 6

En vue de faciliter les communications entre les Membres de la Conférence et le Bureau Permanent, le Gouvernement de chacun des Membres doit désigner un organe national.

Le Bureau Permanent peut correspondre avec tous les organes nationaux ainsi désignés, et avec les organisations internationales compétentes.

#### Article 7

La Conférence et, dans l'intervalle des Sessions, la Commission d'Etat, peuvent instituer des Commissions spéciales, en vue d'élaborer des projets de Convention ou d'étudier toutes questions de droit international privé rentrant dans le but de la Conférence.

#### Article 8

Les dépenses du fonctionnement et de l'entretien du Bureau Permanent et des Commissions spéciales sont réparties entre les Membres de la Conférence, à l'exception des indemnités de déplacement et de séjour

des Délégués aux Commissions spéciales, lesquelles indemnités sont à la charge des Gouvernements représentés.

#### Article 9

Le budget du Bureau Permanent et des Commissions spéciales est soumis, chaque année, à l'approbation des Représentants diplomatiques, à La Haye, des Membres.

Ces Représentants fixent également la répartition, entre les Membres, des dépenses mises par ce budget à la charge de ces derniers.

Les Représentants diplomatiques se réunissent, à ces fins, sous la Présidence du Ministre des Affaires Etrangères des Pays-Bas.

#### Article 10

Les dépenses, résultant des Sessions Ordinaires de la Conférence, sont supportées par le Gouvernement des Pays-Bas.

En cas de Session Extraordinaire, les dépenses sont réparties entre les Membres de la Conférence représentés à la Session.

En tout cas, les indemnités de déplacement et de séjour des Délégués sont à la charge de leurs Gouvernements respectifs.

#### Article 11

Les usages de la Conférence continuent à être en vigueur pour tout ce qui n'est pas contraire au présent Statut ou au Règlement.

#### Article 12

Des modifications peuvent être apportées au présent Statut si elles sont approuvées par les deux tiers des Membres.

#### Article 13

Les dispositions du présent Statut seront complétées par un Règlement,

en vue d'en assurer l'exécution. Ce Règlement sera établi par le Bureau Permanent et soumis à l'approbation des Gouvernements des Membres.

#### Article 14

Le présent Statut sera soumis à l'acceptation des Gouvernements des Etats ayant participé à une ou plusieurs Sessions de la Conférence. Il entrera en vigueur dès qu'il sera accepté par la majorité des Etats représentés à la Septième Session.

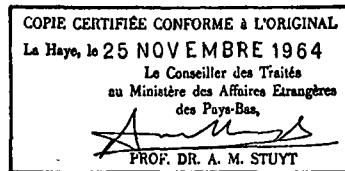
La déclaration d'acceptation sera déposée auprès du Gouvernement néerlandais, qui en donnera connaissance aux Gouvernements visés au premier alinéa de cet article.

Il en sera de même, en cas d'admission d'un Etat nouveau, de la déclaration d'acceptation de cet Etat.

#### Article 15

Chaque Membre pourra dénoncer le présent Statut après une période de cinq ans à partir de la date de son entrée en vigueur aux termes de l'article 14, alinéa 1er.

La dénonciation devra être notifiée au Ministère des Affaires Etrangères des Pays-Bas, au moins six mois avant l'expiration de l'année budgétaire de la Conférence, et produira son effet à l'expiration de ladite année, mais uniquement à l'égard du Membre qui l'aura notifiée.



# DEMOCRATIC REPUBLIC OF THE CONGO

## Agricultural Commodities

*Agreement amending the agreements of February 23, 1963, and April 28, 1964, as amended.*

*Effectuated by exchange of notes*

*Signed at Léopoldville December 9, 1964;  
Entered into force December 9, 1964.*

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*The American Ambassador to the Congo Minister of Foreign Affairs*

No 620

LEOPOLDVILLE, December 9, 1964

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreements between our two Governments of the following dates:

- (A) February 23, 1963,[<sup>1</sup>] as amended (agricultural commodities other than cotton),
- (B) April 28, 1964,[<sup>2</sup>] as amended;

and propose that these agreements under the United States Agricultural Trade and Assistance Act of 1954,[<sup>3</sup>] as amended, be further amended as follows:

Any Congo francs accruing, or which have accrued, to the Government of the United States of America as a consequence of sales made pursuant to these agreements and which are now authorized for loans under subsection 104(e) and 104(g) of the Act may also be used by the Government of the United States of America in such manner as the Government of the United States of America shall determine for grant to the Government of the Democratic Republic of the Congo under subsection 104(c) of the Act. This amendment does not limit authority already provided for in these agreements to use this currency under certain circumstances for any purpose authorized under section 104 of the Act.

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<sup>1</sup> TIAS 5461 ; 14 UST 1573.

<sup>2</sup> TIAS 5565 ; ante, p. 358.

<sup>3</sup> 68 Stat. 454 ; 7 U.S.C. § 1691 note.

It is proposed that this note and your reply concurring therein shall constitute agreement between our two governments on this matter to enter into force on the date your note is received in reply.

G. MCMURTRIE GODLEY

His Excellency  
MOISE TSHOMBE  
*Minister of Foreign Affairs*  
*Leopoldville*  
*Democratic Republic of the Congo*

*The Congo Minister of Foreign Affairs to the American Ambassador*

RÉPUBLIQUE DÉMOCRATIQUE DU CONGO

CABINET  
DU PREMIER MINISTRE

N° 01394/CAB/P.M./

LÉOPOLDVILLE, le 9 décembre 1964

EXCELLENCE,

J'ai l'honneur de me référer à votre Note du 9 décembre par laquelle vous proposez que les Accords intervenus entre nos deux pays en date du 23 février 1963 et 28 avril 1964, passés en vertu de la Loi des Etats-Unis de 1954 sur le Commerce et l'Aide en produits agricoles, amendée, soient à nouveau modifiés comme suit :

"Tous les francs congolais qui reviendront ou sont déjà réservés au Gouvernement Américain du fait de ventes effectuées selon les termes de ces Accords et actuellement autorisés suivant la section 104 (e) et 104 (g) de la Loi, peuvent également être utilisés de telle manière que le Gouvernement des Etats-Unis puisse déterminer l'aide à apporter au Gouvernement de la République Démocratique du Congo, selon la Section 104 (c) de la Loi. Cette modification ne limite pas l'autorisation déjà accordée par ces Accords d'employer cet argent en certaines circonstances pour tous cas autorisés par la Section 104 de la Loi."

Cette nouvelle proposition rencontre l'assentiment du Gouvernement de la République Démocratique du Congo qui la considère comme un Accord entre nos deux Gouvernements, Accord qui entre en vigueur ce jour, 9 décembre 1964.

Je vous prie de croire, Excellence, à l'assurance de ma haute considération.



A Son Excellence  
L'AMBASSADEUR DES ETATS-UNIS  
d'AMÉRIQUE à  
*Leopoldville*

*Translation*

DEMOCRATIC REPUBLIC OF THE CONGO  
OFFICE OF THE PRIME MINISTER

No. 01394/CAB/P.M.

LÉOPOLDVILLE, December 9, 1964

EXCELLENCY:

I have the honor to refer to your note of December 9, whereby you propose that the Agreements entered into between our two countries on February 23, 1963 and April 28, 1964, concluded under the United States Agricultural Trade and Assistance Act of 1954, as amended, be further amended as follows:

[For the English language text of the amendment, see *ante*, p. 2235.]

This new proposal is acceptable to the Government of the Democratic Republic of the Congo, which considers it an agreement between our two Governments, which agreement shall enter into force today, December 9, 1964.

Accept, Excellency, the assurance of my high consideration.

[SEAL]

M. TSHOMBÉ

Dr. Moïse Tshombé  
Prime Minister and Minister of  
Foreign Affairs

His Excellency  
THE AMBASSADOR OF THE  
UNITED STATES OF AMERICA  
at Léopoldville.

# GUINEA

## Agricultural Commodities

*Agreement amending the agreement of June 13, 1964, as amended.*

*Effectuated by exchange of notes*

*Signed at Washington December 21, 1964;*

*Entered into force December 21, 1964.*

*The Secretary of State to the Guinean Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
December 21, 1964

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on June 13, 1964, [<sup>1</sup>] as amended, and to propose that it be further amended as follows:

1. In paragraph 1 of Article I, delete the commodity table and insert the following:

<u>"Commodity</u>	<u>Export Market Value</u> (millions)
Soybean and/or cottonseed oil	2.020
Condensed milk	.640
Evaporated milk	.160
Dry whole milk	.460
Butter	.110
Cheese	.080
Wheat flour	3.760
Inedible tallow	.360
Frozen poultry	.030
Cotton	.570
Lentils	.020
Rice (milled)	4.980
Ocean transportation (estimated)	1.420
Total	14.610"

<sup>1</sup> TIAS 5668, 5701; *ante*, pp. 1926, 2172.

2. In paragraph A of Article II, replace "(s)" with "(t)".
3. In numbered paragraph (1) of the United States note accompanying the agreement:
  - a. Substitute "\$292,200" for "\$183,800" and substitute "\$135,000" for "\$85,000".
  - b. Delete "and \$60,000 in fiscal year 1966" and insert "\$60,000 in fiscal year 1966, and \$50,000 in fiscal year 1967".

It is proposed that this note and your reply concurring therein constitute an agreement between our two Governments to enter into force on the date of your reply.

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

For the Secretary of State:

HERBERT J. WATERS

His Excellency  
**KARIM BANGOURA,**  
*Ambassador of Guinea.*

*The Guinean Ambassador to the Secretary of State*

AMBASSADE DE LA REPUBLIQUE DE GUINEE AUX ETATS-UNIS  
 2112 LEROY PLACE, N.W., WASHINGTON 8, D.C.  
 HU'DSON 3-9420

No. 720/ARG/abc

WASHINGTON, le 21 décembre 1964

EXCELLENCE,

Au nom du Gouvernement de la République de Guinée et conformément aux pouvoirs qui m'ont été dévolus par le Président de la République par acte en date du 15 décembre 1964, j'ai l'honneur d'accuser réception de votre note de ce jour, proposant que l'Accord de Commodités Agricoles entre nos deux Gouvernements, amendé et signé le 13 juin 1964, comporte des modifications supplémentaires.

J'ai l'honneur de vous signifier l'accord complet de mon Gouvernement aux termes de cette note.

Veuillez accepter, Excellence, les assurances de ma très haute considération.



Son Excellence  
**DEAN RUSK**  
*Secrétaire d'Etat*

*Translation*

EMBASSY OF THE REPUBLIC OF GUINEA IN THE UNITED STATES  
2112 LEROY PLACE, N.W., WASHINGTON 8, D.C.  
HUDSON 3-9420

No. 720/ARG/abc

WASHINGTON, December 21, 1964

Excellency:

In the name of the Government of the Republic of Guinea and in accordance with the powers conferred on me by the President of the Republic by an act dated December 15, 1964, I have the honor to acknowledge receipt of your note of this date, proposing that the Agricultural Commodities Agreement between our two Governments, as amended and signed on June 13, 1964, be further amended.

I have the honor to signify to you the complete agreement of my Government to the terms of that note.

Accept, Excellency, the assurances of my very high consideration.

[SEAL]

K. B.

Karim Bangoura  
*Ambassador of the Republic of Guinea*

His Excellency  
DEAN RUSK,  
*Secretary of State.*

# ICELAND

## Agricultural Commodities: Sales Under Title IV

*Agreement signed at Reykjavik December 30, 1964;  
Entered into force December 30, 1964.  
With exchange of notes.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ICELAND UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND AS- SISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of Iceland:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Iceland;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade;

Recognizing further that by providing such commodities to Iceland under long term supply and credit arrangements, the resources and manpower of Iceland can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Iceland pursuant to Title IV of the Agricultural Trade Development and Assistance Act,[1] as amended, (hereinafter referred to as the Act);

Have agreed as follows:

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<sup>1</sup>73 Stat. 610; 7 U.S.C. §§ 1731-1786.

ARTICLE ICOMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Iceland of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance, during the periods specified in the following table or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of Iceland, of the following commodities:

<u>COMMODITY</u>	<u>SUPPLY PERIOD</u>	<u>APPROXIMATE QUANTITY</u> (Metric Tons)	<u>ESTIMATED EXPORT MARKET VALUE TO BE FINANCED</u> (1,000)
Rice	Calendar Year 1965	246	\$ 40
Tobacco	Calendar Year 1965	227	500
Wheat Flour	Calendar Year 1965	7,500	600
Ocean Transportation (estimated)			156
<b>TOTAL</b>			<b>\$1,296</b>

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation on shipments required to be made on U.S. flag vessels will be provided to defray increases in transportation rates on U.S. flag vessels. For commodities which are exported after December 31, 1965, however, the Government of the United States of America may reduce the financing of ocean transportation on shipments required to be made on U.S. flag vessels by which transportation costs on U.S. flag vessels exceed what it would have cost to make the shipments on foreign flag vessels. In such a case, the Government of Iceland shall pay the balance of the cost of transportation in United States flag vessels in United States dollars. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above-specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

3. The financing, sale and delivery of commodities hereunder may be terminated by either Government if that Government determines

that because of changed conditions the continuation of such financing, sale and delivery is unnecessary or undesirable.

## ARTICLE II

### CREDIT PROVISIONS

1. The Government of Iceland will pay, or cause to be paid, in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used) the amount financed by the Government of the United States of America together with interest thereon.

2. Payment of amounts financed in connection with shipments made in each calendar year, including the applicable ocean transportation cost related to such deliveries, shall be made in 18 annual installments. The first annual payment shall become due on March 31 immediately following the calendar year of shipment. This payment shall be for 25 percent of the amount of commodity value financed by the Government of the United States of America on shipments made during the preceding calendar year. Payment for the balance of amounts financed in connection with shipments made in each calendar year shall be made in 17 approximately equal annual installments due on March 31 of successive calendar years. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of four percent per annum and shall begin on the date of the last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be paid annually not later than the date on which the annual payment of principal becomes due.

4. All payments shall be made in United States dollars and the Government of Iceland shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE IIIGENERAL PROVISIONS

1. The Government of Iceland will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this agreement to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending on the final date on which said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of these or like commodities to other countries.

2. The two Governments will take reasonable precautions to assure that sales or purchases of commodities pursuant to the agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. The Government of Iceland agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrivals and conditions of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

4. In carrying out the provisions of this agreement, the two Governments will seek to assure, to the extent practicable, conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and extend continuous market demand for commodities.

ARTICLE IVCONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this agreement or to the operation of arrangements entered into pursuant to this agreement.

ARTICLE V  
ENTRY INTO FORCE

The agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Reykjavik in duplicate this thirtieth day of December, 1964.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

J K PENFIELD

FOR THE GOVERNMENT OF  
ICELAND:

GUDM. I GUDMUNDSSON

---

*The American Ambassador to the Icelandic Minister of Foreign Affairs*

No. 40

REYKJAVIK, December 30, 1964.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Iceland signed today, under which the United States of America undertakes to finance the delivery to Iceland of \$1,296,000 worth of agricultural commodities, and to confirm my Government's understanding of the following:

With regard to paragraph 3 of Article III of the Agreement, the Government of Iceland agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped where shipped. In addition, the Government of Iceland agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program will not result in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of Iceland showing progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under the Agreement.

Any kronur resulting from the sale within Iceland of the commodities purchased pursuant to the agreement which are loaned by the Government of Iceland to private or non-governmental organi-

zations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Iceland.

As agreed in conversations which have taken place between representatives of our two Governments with respect to the use by the Government of Iceland of kronur resulting from the sale of commodities financed under the Agreement, these kronur will be used for economic and social development programs as may be mutually agreed upon by our two governments.

Upon request, the Government of Iceland agrees to furnish the Government of the United States of America reports showing the total kronur available to the Government of Iceland from the sale of the commodities and reports listing the projects being undertaken including information on the name, location and amount invested in each project.

In agreeing that the delivery of commodities pursuant to the Agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Government of Iceland agrees that Iceland will, in addition to the commodities to be programmed under the Agreement, import from free world sources, including the United States of America, during Calendar Year 1965 or any subsequent period during which the commodities purchased under the Agreement are being imported, 5,000 metric tons of wheat and/or wheat flour on a grain equivalent basis and \$550,000 worth of tobacco and/or tobacco products from the United States of America.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of Iceland.

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

JAMES K. PENFIELD

His Excellency

GUDMUNDUR I. GUDMUNDSSON,  
*Minister of Foreign Affairs,*  
*Reykjavik*

*The Icelandic Minister of Foreign Affairs to the American Ambassador*

UTANRÍKISRÁÐUNEYTIÐ

REYKJAVIK

December 30, 1964.

EXCELLENCY:

I have the honour to acknowledge receipt of your note dated today which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Iceland signed today, under which the United States of America undertake to finance the delivery to Iceland of \$1.296.000 worth of agricultural commodities, and to confirm my Government's understanding of the following:

With regard to paragraph 3 of Article III of the Agreement, the Government of Iceland agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped where shipped. In addition, the Government of Iceland agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program will not result in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of Iceland showing progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under the Agreement.

Any kronur resulting from the sale within Iceland of the commodities purchased pursuant to the agreement which are loaned by the Government of Iceland to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Iceland.

As agreed in conversations which have taken place between representatives of our two Governments with respect to the use by the Government of Iceland of kronur resulting from the sale of commodities financed under the Agreement, these kronur will be used for economic and social development programs as may be mutually agreed upon by our two governments.

Upon request, the Government of Iceland agrees to furnish the Government of the United States of America reports showing the total kronur available to the Government of Iceland from the sale of the commodities and reports listing the projects being undertaken includ-

ing information on the name, location and amount invested in each project.

In agreeing that the delivery of commodities pursuant to the Agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Government of Iceland agrees that Iceland will, in addition to the commodities to be programmed under the Agreement, import from free world sources, including the United States of America, during Calendar Year 1965 or any subsequent period during which the commodities purchased under the Agreement are being imported, 5,000 metric tons of wheat and/or wheat flour on a grain equivalent basis and \$550,000 worth of tobacco and/or tobacco products from the United States of America.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of Iceland."

In reply I have the honour to inform Your Excellency that the foregoing also represents the understanding of the Government of Iceland.

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

GUDM. I GUDMUNDSSON

H. E. Mons. JAMES K. PENFIELD,  
*Ambassador of the United States of America,*  
*Reykjavík.*

# AFGHANISTAN

## Technical Cooperation

*Agreement extending the agreement of June 30, 1953, as extended.*

*Effectuated by exchange of notes*

*Signed at Kabul October 31 and November 7, 1964;*

*Entered into force November 7, 1964;*

*Effective March 31, 1964.*

---

*The American Chargé d'Affaires ad interim to the Afghan Prime Minister*

No. 21

KABUL, October 31, 1964.

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments concerning the Technical Cooperation Program Agreement signed at Kabul on June 30, 1953,[<sup>1</sup>] as amended and extended.

I propose that Article IX of that agreement, as amended, be further amended by substituting "March 31, 1965" for the date "March 31, 1964", in the two places where such date appears in the second sentence thereof.

If the foregoing proposal is acceptable to Your Excellency's Government, I have the honor to further propose that this note and Your Excellency's note in reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply and shall be deemed to have effect from March 31, 1964.

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

WILLIAM D. BREWER

His Excellency

DR. MOHAMMED YUSUF,  
Prime Minister and  
Minister of Foreign Affairs,  
Kabul.

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<sup>1</sup> TIAS 2856; 4 UST 2012.

*The Afghan Prime Minister to the American Chargé d'Affaires ad interim*



صدر اعظم افغانستان

اقای شاڑ را فسیر!

وصول نامه موخ ۲۱ اکبر ۱۹۶۴ مطابق ۱۳۴۳ عقرب ۱۳۶۰ شما را در مرور  
موافقنامه پروگرام هنگاری تغذیکی که به تاریخ ۳۰ جون ۱۹۵۳ در کابل  
امضا شده است اطمینان میدهم.

پیشنهاد شما درباره تبدیل ماده (۱) موافقنامه مبنی بر تجدید تاریخ  
اند ۲۱ مارچ ۱۹۶۴ الی ۲۱ مارچ ۱۹۶۵ طرف قبول است.

با پنوسیله موافقت حکومت پادشاهی افغانستان را در زمینه اظهار داشته  
احترامات فایقه را تجدید می‌نمایم.

دکتور محمد یوسف  
صدر اعظم و وزیر امور خارجہ

کابل - ۱۶ عقرب ۱۳۴۳

اقای ولیم د. بسیور  
شاڑ را فسیر سفارتگرای ایالات متحده آمریکا  
کابل.

*Translation*

## PRIME MINISTER OF AFGHANISTAN

**MR. CHARGÉ D'AFFAIRES:**

I have the honor to acknowledge receipt of your note of October 31, 1964, corresponding to Aghreb 9, 1343, concerning the Technical Co-operation Program Agreement signed at Kabul on June 30, 1953.

Your proposal to amend Article IX of the Agreement by extending its date from March 31, 1964 to March 31, 1965 is accepted.

I hereby express the agreement of the Royal Government of Afghanistan and offer renewed assurances of my highest consideration.

MOHAMMED YUSUF

Dr. Mohammed Yusuf

*Prime Minister and Minister of Foreign Affairs**KABUL, Aghreb 16, 1343 [November 7, 1964]***Mr. WILLIAM D. BREWER,***Chargé d'Affaires of the**Embassy of the United States of America,  
Kabul.*

# BELGIUM

## Extradition

*Supplementary convention to the convention of October 26, 1901,  
and the supplementary convention of June 20, 1935.*

*Signed at Brussels November 14, 1963;*

*Ratification advised by the Senate of the United States of America  
August 6, 1964;*

*Ratified by the President of the United States of America August 12,  
1964;*

*Ratified by Belgium April 17, 1964;*

*Ratifications exchanged at Washington November 25, 1964;*

*Proclaimed by the President of the United States of America  
December 30, 1964;*

*Entered into force December 25, 1964.*

---

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

## A PROCLAMATION

WHEREAS a supplementary convention to the extradition convention of October 26, 1901, and the supplementary convention of June 20, 1935, between the United States of America and Belgium was signed at Brussels on November 14, 1963;

WHEREAS the original of the 1963 supplementary convention, being in the English and French languages, is word for word as follows:

**SUPPLEMENTARY CONVENTION  
TO THE EXTRADITION CONVENTION  
OF OCTOBER 26, 1901, AND THE  
SUPPLEMENTARY CONVENTION OF JUNE 20,  
1935, BETWEEN THE UNITED STATES  
OF AMERICA AND BELGIUM.**

---

**CONVENTION ADDITIONNELLE  
A LA CONVENTION D'EXTRADITION  
DU 26 OCTOBRE 1901 ET A LA  
CONVENTION ADDITIONNELLE DU  
20 JUIN 1935 ENTRE LES ETATS-UNIS  
D'AMERIQUE ET LA BELGIQUE**

---

**SUPPLEMENTARY CONVENTION  
TO THE EXTRADITION CONVEN-  
TION OF OCTOBER 26, 1901,  
AND THE SUPPLEMENTARY  
CONVENTION OF JUNE 20, 1935,  
BETWEEN THE UNITED STATES  
OF AMERICA AND BELGIUM**

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

Being desirous of enlarging the list of crimes and offenses on account of which extradition may be granted under the Convention concluded between the two countries on October 26, 1901,[<sup>1</sup>] and the Supplementary Convention concluded between the two countries on June 20, 1935,[<sup>2</sup>] with a view to the better administration of justice and the prevention of crimes in their respective territories and jurisdictions,

Have resolved to conclude a further Supplementary Convention for this purpose and have appointed as their Plenipotentiaries:

The President of the United States of America:

His Excellency Mr. Douglas MacARTHUR II, Ambassador Extraordinary and Plenipotentiary of the United States of America at Brussels;

His Majesty the King of the Belgians:

His Excellency Mr. Paul-Henri SPAAK, Minister for Foreign Affairs,

**CONVENTION ADDITIONNELLE A  
LA CONVENTION D'EXTRADI-  
TION DU 26 OCTOBRE 1901 ET  
A LA CONVENTION ADDITION-  
NELLE DU 20 JUIN 1935 ENTRE  
LES ETATS-UNIS D'AMERIQUE  
ET LA BELGIQUE**

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

Désireux d'élargir la liste des crimes et délits pour lesquels l'extradition peut être accordée en vertu de la Convention conclue entre les deux pays, le 26 octobre 1901 et de la Convention additionnelle conclue entre les deux pays, le 20 juin 1935, en vue d'une meilleure administration de la justice et dans le but de prévenir les délits dans leurs territoires et juridictions respectifs,

Ont décidé de conclure une nouvelle Convention additionnelle à ces fins et ont désigné comme plénipotentiaires:

Le Président des Etats-Unis d'Amérique:

Son Excellence Monsieur Douglas MacARTHUR II, Ambassadeur Extraordinaire et Plénipotentiaire des Etats-Unis d'Amérique à Bruxelles;

Sa Majesté le Roi des Belges:

Son Excellence Monsieur Paul-Henri SPAAK, Ministre des Affaires étrangères,

<sup>1</sup> TS 409; 32 Stat. 1894.

<sup>2</sup> TS 900; 49 Stat. 3276.

Who, after having exhibited to each other their respective full powers, found to be in due and proper form, have agreed as follows:

### Article I

1. In Article I of the Extradition Convention of October 26, 1901, the words: "as principals or accessories" are deleted.

2. The last paragraph of Article II of the Convention is replaced by the following provision: "There are included in the crimes and offenses above enumerated both the attempt to commit any of such crimes or offenses and participation as an accessory thereto, when such attempt or participation is punishable by the laws of the two countries."

3. Paragraph 13 of Article II of the said Extradition Convention of October 26, 1901, is completed by the following words: "as well as the abduction or detention of a person or persons in order to exact money from them or their families, or for any other unlawful end."

4. The following acts are added to the list of crimes and offenses numbered 1 to 14 in the said Article II of the Extradition Convention of October 26, 1901, and to the list of crimes and offenses numbered 15 and 16 in the first Article of the Supplementary Extradition Convention concluded between the two countries on June 20, 1935; that is to say:

17.— perjury or the giving of false testimony when it is punishable by the laws of the two countries;

18.— abduction or detention of women or girls for immoral purposes;

19.— bribery of public officials or persons charged with a public service;

Lesquels, après s'être communiqué réciproquement leurs pleins pouvoirs trouvés en bonne et due forme, sont convenus de ce qui suit:

### Article I

1. Les mots "comme auteurs ou complices" sont supprimés à l'article 1er de la Convention d'Extradition du 26 octobre 1901.

2. Le dernier paragraphe de l'article II de la Convention est remplacé par la disposition suivante: "Sont comprises dans les crimes et délits énumérés ci-dessus, la tentative et la complicité, lorsqu'elles sont punies par les législations des deux pays".

3. Le numéro 13 de l'article II de ladite Convention d'Extradition du 26 octobre 1901 est complété par les mots suivants: "ainsi qu'enlèvement ou détention d'une ou de plusieurs personnes afin de leur extorquer de l'argent ou d'en extorquer à leurs familles, ou à toute autre fin illicite".

4. Les faits suivants sont ajoutés à la liste des crimes et délits mentionnés sous les numéros 1 à 14 dans ledit article II de la Convention d'Extradition du 26 octobre 1901 et à la liste des crimes et délits mentionnés sous les numéros 15 et 16 dans l'article 1er de la Convention additionnelle d'Extradition conclue entre les deux pays, le 20 juin 1935, à savoir:

17.— le parjure ou le faux témoignage, lorsqu'il est puni par les législations des deux pays;

18.— le rapt ou la détention de femmes ou de jeunes filles à des fins immorales;

19.— la corruption de fonctionnaires publics ou de personnes chargées d'un service public;

20.- exposure or abandonment of children, wilful desertion or wilful non-support of minor or dependent children, or of other dependent persons, provided that the crime or offense is extraditable under the laws of both countries;

21.- crimes or offenses against the laws relating to the illicit traffic in narcotic drugs.

### Article II

The present Supplementary Convention shall be considered as an integral part of the said Extradition Convention of October 26, 1901, and it is agreed that the final paragraph of Article II of that Convention as set forth herein shall be applicable under appropriate circumstances to all the crimes and offenses listed in the said Convention of October 26, 1901, to the crimes and offenses listed in the said Supplementary Convention of June 20, 1935, and to the crimes and offenses listed in the present Supplementary Convention.

### Article III

The present Supplementary Convention shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

It shall enter into force one month after the exchange of ratifications and it shall continue in force and cease to have effect in the same manner as the said Convention of October 26, 1901.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed the present Supplementary Convention in the English and French languages, and have hereunto affixed their seals.

20.- l'exposition ou le délaissement d'enfants, l'abandon ou le non entretien volontaires de mineurs, d'enfants ou d'autres personnes à charge du délinquant, à condition que ce crime ou ce délit donne lieu à extradition d'après les législations des deux pays;

21.- les crimes ou délits relatifs au trafic illicite de stupéfiants.

### Article II

La présente Convention additionnelle sera considérée comme formant partie intégrante de ladite Convention d'Extradition du 26 octobre 1901 et il est convenu que le paragraphe final de l'article II de ladite Convention, tel qu'il est conçu dans la présente Convention additionnelle sera applicable dans des circonstances appropriées à tous les crimes et délits énumérés dans ladite Convention du 26 octobre 1901, aux crimes et délits énumérés dans ladite Convention additionnelle du 20 juin 1935 et aux crimes et délits énumérés dans la présente Convention additionnelle.

### Article III

La présente Convention additionnelle sera ratifiée et les instruments de ratification seront échangés à Washington le plus tôt possible.

Elle entrera en vigueur un mois après l'échange des ratifications et elle restera en vigueur et cessera ses effets de la même manière que ladite Convention du 26 octobre 1901.

EN FOI DE QUOI, les Plénipotentiaires respectifs ont signé la présente Convention additionnelle, établie en langues française et anglaise, et y ont apposé leurs sceaux.

DONE at Brussels, in duplicate, this  
14<sup>th</sup> day of November 1963.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

POUR LE GOUVERNEMENT DES  
ETATS-UNIS D'AMERIQUE:

DOUGLAS MACARTHUR 2<sup>d</sup>

[SEAL]

FAIT à Bruxelles, en double exem-  
plaire, le 14 novembre 1963.

FOR THE GOVERNMENT OF HIS  
MAJESTY THE KING OF THE BELGIANS:

POUR LE GOUVERNEMENT DE SA  
MAJESTÉ LE ROI DES BELGES:

P. H. SPAAK

[SEAL]

WHEREAS the Senate of the United States of America by their resolution of August 6, 1964, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the 1963 supplementary convention;

WHEREAS the 1963 supplementary convention was ratified by the President of the United States of America on August 12, 1964, in pursuance of the advice and consent of the Senate, and has been duly ratified on the part of the Government of Belgium;

WHEREAS the respective instruments of ratification of the 1963 supplementary convention were duly exchanged at Washington on November 25, 1964;

AND WHEREAS it is provided in Article III of the 1963 supplementary convention that the said supplementary convention shall enter into force one month after the exchange of ratifications;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the 1963 supplementary convention, to the end that the same and every article and clause thereof may be observed and fulfilled in good faith on and after December 25, 1964, one month after the exchange of ratifications, 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 WHEREOR, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this thirtieth day of December  
in the year of our Lord one thousand nine hundred sixty-  
[SEAL] four and of the Independence of the United States of  
America the one hundred eighty-ninth.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

# BOLIVIA

## Agricultural Commodities

*Agreement signed at La Paz March 25, 1964;  
Entered into force March 25, 1964.  
With exchange of notes.*

### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF BOLIVIA UNDER TITLE I OF THE AGRI- CULTURAL TRADE DEVELOP- MENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of Bolivia:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Bolivian pesos of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Bolivian pesos accruing from such purchase will be utilized in a manner beneficial to both countries;

### CONVENIO SOBRE PRODUCTOS AGRICOLAS ENTRE EL GO- BIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE BOLIVIA CON- FORME AL TITULO I DE LA LEY DE AYUDA Y FOMENTO AL COMERCIO AGRICOLA Y SUS ENMIENDAS

El Gobierno de los Estados Unidos de América y el Gobierno de Bolivia:

Reconociendo la conveniencia de expandir el intercambio comercial de productos agrícolas entre sus dos países y con otras naciones amigas, en una forma que no disloque las transacciones mercantiles usuales de los Estados Unidos de América en esos productos, ni perturbe irregularmente los precios mundiales de los productos agrícolas o los patrones normales del intercambio comercial con naciones amigas;

Considerando que, la compra con moneda boliviana de productos agrícolas producidos en los Estados Unidos de América contribuirá a lograr esa expansión comercial;

Considerando que, los fondos en moneda boliviana provenientes de tales adquisiciones serán utilizados en una forma que beneficiará a ambos países;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Bolivia pursuant to Title I of the Agricultural Trade Development and Assistance Act,<sup>[1]</sup> as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Deseando exponer los acuerdos que regirán las ventas al Gobierno de Bolivia de esos productos agrícolas, en la forma especificada a continuación, de conformidad con el Titulo I de la Ley de Ayuda y Fomento al Comercio Agrícola y sus enmiendas, (que en adelante se llamará la LEY), como también, las medidas que ambos Gobiernos adoptarán individual y colectivamente para promover la expansión del intercambio comercial en tales productos;

Have agreed as follows:

#### ARTICLE I

##### SALES FOR BOLIVIAN PESOS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Bolivia of purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for pesos to purchasers authorized by the Government of Bolivia, of the following agricultural commodities in the amounts indicated:

<u>Commodity</u>	<u>Export Market Value (millions)</u>
wheat/wheat flour	\$6.35
cotton	.80
ocean transportation (estimated)	\$1.02
Total . . . . .	\$8.17

Han acordado lo siguiente:

#### ARTICULO I

##### VENTA EN MONEDA BOLIVIANA

1. Sujeto a la disponibilidad de los productos contemplados en la LEY, al tiempo de su exportación, y a la emisión de autorizaciones por el Gobierno de los Estados Unidos de América y a su aceptación por el Gobierno de Bolivia, el Gobierno de los Estados Unidos de América se compromete a financiar la venta en moneda boliviana, a compradores autorizados por el Gobierno de Bolivia, de los siguientes productos agrícolas en la cantidad que se indica:

<u>Productos</u>	<u>Valor en el mercado de Exportación (millones)</u>
trigo o harina de trigo	\$6.35
algodón	.80
transporte marítimo (estimado)	1.02
Total . . . . .	\$8.17

2. Las solicitudes para el otorgamiento de autorizaciones de compra serán presentadas dentro de un plazo de noventa días calendarios después de la fecha de entrada en vigencia el presente Convenio, excepto cuando se

<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

of commodities provided for in any amendment to this Agreement will be made within ninety days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the pesos accruing from such sale, and other relevant matters.

3. The financing, sale and delivery of commodities under this Agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

trate de solicitudes de autorización para la compra de cualesquiera productos adicionales o cantidades adicionales de productos, estipulados en cualquier enmienda a este Convenio, las que se presentarán dentro de un plazo de noventa días de la fecha en que entre en vigencia tal enmienda. Las autorizaciones de compra incluirán estipulaciones con respecto a la venta y a la entrega de los productos, el tiempo y las circunstancias del depósito de los fondos en moneda boliviana, provenientes de dicha venta y otros pormenores pertinentes.

3. El financiamiento, las ventas y entregas de los productos acordados en este Convenio pueden ser terminados por cualquiera de los Gobiernos, si ese Gobierno determinase que, por un cambio en las condiciones, la continuación de tales financiamientos, ventas o entregas es innecesaria o indeseable.

## ARTICLE II

### USES OF BOLIVIAN PESOS

The pesos accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States shall determine, for the following purposes, in the amounts shown:

A. For United States expenditures under subsections (a), (b), (c), (d), (f), and (h) through (s) of Section 104 of the Act, or under any of such subsections, 20 percent of the pesos accruing pursuant to this Agreement.

## ARTICULO II

### EMPLEO DE LA MONEDA BOLIVIANA

Los fondos en moneda boliviana resultantes en favor del Gobierno de los Estados Unidos de América, como consecuencia de las ventas efectuadas en cumplimiento del presente Convenio, serán utilizadas por el Gobierno de los Estados Unidos de América en la forma y en el orden de prioridades que determine el Gobierno de los Estados Unidos en los propósitos en las cantidades que se especifican a continuación:

A. Para gastos de los Estados Unidos conforme a las subsecciones (a), (b), (c), (d), (f) y (h) hasta (s) de la sección 104 de la LEY o bajo cualquiera de dichas subsecciones, el 20% de la moneda boliviana proveniente del cumplimiento del presente Convenio.

B. For loans to be made by the Agency for International Development under Section 104 (e) of the Act, and for administrative expenses of the Agency for International Development in Bolivia incident thereto, 10 percent of the pesos accruing pursuant to this Agreement. It is understood that:

(1) Such loans under Section 104 (e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Bolivia for business developments and trade expansion in Bolivia and to United States firms and Bolivian firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise the increasing consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to the Agency for International Development and the Government of Bolivia, acting through the Ministry of National Economy. The Minister or his designate will act for the Government of Bolivia and the Administrator of the Agency for International Development or his designate will act for the Agency for International Development.

(3) Upon receipt of an application which the Agency for International Development is prepared to consider, the Agency for International Development will inform the Ministry of National Economy of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(4) When the Agency for International Development is prepared to act favorably upon an application, it will so notify the Ministry of National

B. Para el otorgamiento de empréstitos por la Agencia para el Desarrollo Internacional, bajo la sección 104(e) de la LEY y para los gastos administrativos que en efectuarlos incurra la Agencia para el Desarrollo Internacional en Bolivia, 10% de los fondos en moneda boliviana provenientes del cumplimiento del presente Convenio. Se sobreentiende que:

(1) Los préstamos bajo la sección 104(e) de la LEY serán hechos a las firmas comerciales de los Estados Unidos, agencias, subsidiarias o afiliadas de las mismas en Bolivia para el desarrollo comercial y expansión del intercambio en Bolivia y a firmas de los Estados Unidos y de Bolivia, para el establecimiento de facilidades que ayuden en la utilización, distribución o en el incremento del consumo y mercados de los productos agrícolas de los Estados Unidos.

(2) Los préstamos deberán ser mútuamente aceptables a la Agencia para el Desarrollo Internacional y al Gobierno de Bolivia que actuará a través del Ministerio de Economía Nacional. El Ministro o su representante actuará por el Gobierno de Bolivia y el Administrador de la Agencia para el Desarrollo Internacional o su representante actuará por la Agencia para el Desarrollo Internacional.

(3) Al recibo de una solicitud, que la Agencia para el Desarrollo Internacional esté preparada a considerar, la Agencia informará al Ministerio de Economía Nacional sobre la identidad del solicitante, la naturaleza de sus negocios, el monto del empréstito solicitado y los propósitos generales en que los fondos del mismo serán utilizados.

(4) Cuando la Agencia para el Desarrollo Internacional se encuentre preparada para actuar favorablemente sobre una solicitud, lo notificará al

Economy and will indicate the interest rate and the repayment period which would be used under the proposed loan. Maturities will be consistent with the purposes of the financing and the interest rate will be similar to that prevailing in Bolivia on comparable loans.

(5) Within sixty days after receipt of the notice that the Agency for International Development is prepared to act favorably upon an application, the Ministry of National Economy will indicate to the Agency for International Development whether or not the Ministry has any objection to the proposed loan. Unless within the sixty-day period the Agency for International Development has received such a communication from the Ministry of National Economy, it shall be understood that the Ministry has no objection to the proposed loan. When the Agency for International Development approves or declines the proposed loan, it will notify the Ministry of National Economy.

(6) In the event the pesos set aside for loans under Section 104 (e) of the Act are not advanced within three years from the date of this Agreement because the Agency for International Development has not approved loans or because proposed loans have not been mutually agreeable to the Agency for International Development and the Ministry of National Economy, the Government of the United States of America may use the pesos for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of Bolivia under Section 104 (g) of the Act for financing such projects to pro-

Ministerio de Economía Nacional o indicará la tasa de intereses y el período de amortizaciones que se utilizará en el préstamo propuesto. Los vencimientos estarán de acuerdo con los propósitos del financiamiento y la tasa de interés será similar a la que prevalezca en Bolivia para préstamos similares.

(5) Dentro de los sesenta días posteriores a la notificación de que la Agencia para el Desarrollo Internacional se encuentra preparada para actuar favorablemente sobre una solicitud, el Ministerio de Economía Nacional indicará a la Agencia para el Desarrollo Internacional si tiene o no alguna objeción al empréstito propuesto. Si dentro del indicado período de sesenta días la Agencia para el Desarrollo Internacional no ha recibido tal comunicación del Ministerio de Economía Nacional, ella dará por sobreentendido que el Ministerio no tiene objeciones al préstamo solicitado. Cuando la Agencia para el Desarrollo Internacional apruebe o rehuse una solicitud de préstamo, pasará notificación al Ministerio de Economía Nacional.

(6) En la eventualidad de que los fondos en moneda boliviana destinados a préstamos bajo la sección 104(e) de la LEY no sean adelantados dentro de tres años de la fecha de este Convenio, porque la Agencia para el Desarrollo Internacional no haya aprobado préstamos o porque las solicitudes de préstamo no hayan sido mútuamente aceptable a la Agencia para el Desarrollo Internacional y el Ministerio de Economía Nacional, el Gobierno de los Estados Unidos de América podrá utilizar los fondos en moneda boliviana para cualquier propósito autorizado por la sección 104 de la LEY.

C. Para el otorgamiento de un empréstito al Gobierno de Bolivia, bajo la sección 104(g) de la LEY, el 70% de

mote economic development, including projects not heretofore included in plans of the Government of Bolivia, as may be mutually agreed, 70 percent of the Bolivian pesos accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Bolivian pesos for loan purposes under Section 104 (g) of the Act within three years from the date of this Agreement, the Government of the United States of America may use the Bolivian pesos for any purpose authorized by Section 104 of the Act.

los fondos en moneda boliviana provenientes del cumplimiento del presente Convenio, destinados a financiar aquellos proyectos que lleguen a convenirse mutuamente para promover el Desarrollo Económico, incluyendo proyectos no comprendidos hasta ahora en los planes del Gobierno de Bolivia. Los términos y condiciones del empréstito y otras provisiones serán establecidas en un Acuerdo de empréstito separado. En caso de no llegarse a un acuerdo sobre el empleo de los fondos en moneda boliviana, destinados al empréstito bajo la sección 104(g), dentro de los tres años posteriores a la fecha de la Firma de este Convenio, el Gobierno de los Estados Unidos de América podrá utilizar la moneda local en cualquier propósito autorizado por la sección 104 de la LEY.

### ARTICLE III

#### DEPOSIT OF BOLIVIAN PESOS

1. The amount of pesos to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Bolivian pesos as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of Bolivia, or

### ARTICULO III

#### DEPOSITO DE LOS FONDOS EN MONEDA BOLIVIANA

1. El monto de los fondos en moneda boliviana a ser depositados en la cuenta del Gobierno de los Estados Unidos de América, será del equivalente del valor en dólares de las ventas de los productos y de los costos de transporte marítimo reembolsados o financiados por el Gobierno de los Estados Unidos de América (excluyendo los costos en demasía resultantes del requisito sobre la utilización de buques de bandera norteamericana), convertidos en moneda boliviana, en la siguiente forma:

(a) A la tasa de cambio por dólar aplicable a las transacciones comerciales de importación, en las fechas en que los Estados Unidos realicen los desembolsos en dólares, siempre que el Gobierno de Bolivia mantenga una tasa de cambio de tipo unitario para todas las transacciones en moneda extranjera, o

(b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of Bolivia.

2. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of pesos which may be due or become due under this Agreement more than two years from the effective date of this Agreement would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

3. Any refunds of pesos which may be due or become due under any prior agricultural commodities agreement under the Act for which undisbursed funds are no longer available in the accounts of the United States Disbursing Officer in Bolivia will be made by the Government of the United States of America from funds available under this Agreement.

#### ARTICLE IV

##### GENERAL UNDERTAKINGS

1. The Government of Bolivia will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this Agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities

(b) Si existiera más de una tasa legal para las transacciones en moneda extranjera, a una tasa de cambio que será, de tiempo en tiempo, mútamente convenida entre el Gobierno de los Estados Unidos de América y el Gobierno de Bolivia.

2. En el caso de que los dos Gobiernos firmarán posteriormente un Convenio sobre productos agrícolas bajo la LEY, cualquier reembolso de bolivianos que haya vencido o pueda vencer bajo este Convenio, luego de dos años de la fecha de su entrada en vigor, será efectuado por el Gobierno de los Estados Unidos de América con fondos provenientes del Convenio sobre Productos Agrícolas más reciente que se encuentre en efecto a la fecha del reembolso.

3. Cualquier reembolso de pesos adeudados o por adeudarse de un acuerdo anterior sobre productos agrícolas bajo la LEY para cuyo pago ya no existieran fondos disponibles en las cuentas del Oficial Pagador de los Estados Unidos en Bolivia, será cancelado por el Gobierno de los Estados Unidos de América, de los fondos disponibles bajo el presente Convenio.

#### ARTICULO IV

##### COMPROMISOS GENERALES

1. El Gobierno de Bolivia adoptará todas las medidas posibles para evitar la reventa o reembarque a otros países o su uso con otros fines que no sean los domésticos, de los productos agrícolas adquiridos de acuerdo a las estipulaciones del presente Convenio, (exceptuando los casos cuando tal reventa, reembarque o su uso, hayan sido específicamente aprobados por el Gobierno de los Estados Unidos de América); evitará la exportación de cualquier producto ya sea de origen

purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

extranjero o doméstico igual o similar a los productos adquiridos bajo el presente Convenio durante el período que comienza desde la firma de éste y termina en la fecha final en que dichos productos sean recibidos y utilizados (exceptuando cuando tal exportación haya sido específicamente aprobada por el Gobierno de los Estados Unidos de América); y asegurara que la adquisición de los productos bajo el presente Convenio, no resulte en el aumento de las disponibilidades de estos o similares productos, en poder de naciones hostiles a los Estados Unidos de América.

2. The two Governments will take reasonable precautions to assure that all sales or purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

2. Los dos Gobiernos convienen en tomar precauciones razonables para asegurar que todas las ventas de los productos agrícolas que se realicen conforme al presente Convenio, no disloquen las transacciones mercantiles usuales de los Estados Unidos de América en estos productos, ni perturben irregularmente los precios mundiales de los productos agrícolas o los patrones normales del intercambio comercial con naciones amigas.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

3. En la ejecución de este Convenio, los dos Gobiernos procurarán asegurar condiciones de comercio tales que permitan a los comerciantes particulares operar eficazmente, y empeñar sus mejores esfuerzos en desarrollar e incrementar la continua demanda mercantil para los productos agrícolas.

4. The Government of Bolivia will furnish information quarterly on the progress of the program, particularly with respect to the arrival and condition of commodities, provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like commodities.

4. El Gobierno de Bolivia proporcionará informes trimestrales sobre el progreso del programa, particularmente con respecto a las llegadas y condiciones de los productos, las provisiones tomadas para el mantenimiento de la comercialización usual del producto, e informaciones relativas a las importaciones y exportaciones de los mismos o similares productos.

ARTICLE VCONSULTATION

The two Governments will, upon request of either of them consult regarding any matter relating to the application of this Agreement, or to the operation of arrangements carried out pursuant to this Agreement.

ARTICULO VCONSULTAS

Los dos Gobiernos, a solicitud de cualquiera de ellos establecerán consultas respecto a cualquier asunto relativo a la aplicación del presente Convenio, o a la operación de las medidas puestas en práctica para su ejecución.

ARTICLE VIENTRY INTO FORCE

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at LA PAZ in duplicate this 25th day of March, 1964.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

DOUGLAS HENDERSON

Douglas Henderson

FOR THE GOVERNMENT OF BOLIVIA

ITURRALDE

Fernando Iturralde Chinel

ARTICULO VIENTRADA EN VIGENCIA

Este Convenio entrará en vigencia en la fecha de su firma.

EN FE DE LO CUAL. Los respectivos representantes, debidamente autorizados para ello, firmaron el presente Convenio.

DADO en la ciudad de La Paz, en duplicado el día 25 de marzo del año de un mil novecientos sesenta y cuatro.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

DOUGLAS HENDERSON

Douglas Henderson

POR EL GOBIERNO DE BOLIVIA

ITURRALDE

Fernando Iturralde Chinel

[SEAL]

[SEAL]

*The American Ambassador to the Bolivian Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*La Paz, March 25, 1964.*

No. 285

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Sales Agreement signed today by representatives of our two Governments, under which the United States of America undertakes to finance the delivery to the Government of Bolivia of \$8.17 million worth of agricultural commodities, and to inform you of my Government's understanding of the following:

1. In expressing its agreement with the Government of the United States of America that the above mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of Bolivia agrees that it will procure and import with its own resources the following agricultural commodities in addition to those to be purchased under the terms of the cited Sales Agreement:

(a) From the United States and countries friendly to it at least 40,000 metric tons of wheat and/or wheat flour in grain equivalent during the calendar year 1964.

2. For purposes of Section 104(a) of the Act, the Government of Bolivia will provide on request by the Government of the United States of America the facilities for conversion into other non-dollar currencies of \$163,400 worth of pesos or two percent (2%) of the pesos accruing under the agreement, whichever is greater. Currencies obtained through these provisions will be utilized to finance agricultural market development activities in other countries. Upon request of the Government of the United States of America, the Government of Bolivia will also provide facilities for the conversion of up to US\$150,000 for educational exchange activities under Section 104(h) of the Act. These currencies will also be used in the purchase of air transportation for Bolivian and American participants in the international educational exchange program.

3. The Government of the United States of America may utilize pesos in Bolivia to pay for international travel originating in Bolivia, or originating outside of Bolivia when the travel (including connecting travel) is to or through Bolivia, and for travel within the United States of America or other areas outside Bolivia when the travel is part of a trip in which the traveler travels from, to or through Bolivia. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Bolivian pesos may be utilized

shall not be limited to services provided by the Bolivian transportation facilities.

4. With regard to paragraph 4, Article IV of the agreement, the Government of Bolivia agrees to furnish quarterly the following information in connection with each shipment of commodities received under this Agricultural Commodities Agreement: The name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally or if shipped, where shipped. The foregoing should be submitted on vessels leaving the United States and discharging in ports in Chile and/or Peru and on overland shipments from such ports to arrival points in Bolivia. In addition, the Government of Bolivia agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program will not result in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of Bolivia showing progress made toward fulfilling commitments or usual marketings accompanied by data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under this agreement.

It is proposed that this note and your reply concurring therein shall constitute an Agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

DOUGLAS HENDERSON

His Excellency

FERNANDO ITURRALDE CHINEL,  
Minister of Foreign Affairs,  
La Paz.

*The Bolivian Minister of Foreign Affairs to the American Ambassador*

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES  
EXTERIORES Y CULTO

Nº DGNA-85/

LA PAZ, 25 de marzo de 1964

SEÑOR EMBAJADOR:

Me es honroso avisar recibo de la apreciable nota de Vuestra Excelencia, N° 285 de esta misma fecha que, textualmente dice:

"Embajada de los Estados Unidos de América.-N° 285.-

La Paz, 25 de marzo de 1964.

Excelencia:- Tengo el honor de referirme al Convenio de Ventas sobre Productos Agrícolas firmado el día de hoy entre nuestros dos

Gobiernos, bajo el cual los Estados Unidos de América se comprometen a financiar la entrega al Gobierno de Bolivia de productos agrícolas por un valor total de \$us. 8,17 millones y de informar a usted, que el entendimiento de mi Gobierno es el siguiente:

- 1) Al expresar su conformidad con el Gobierno de los Estados Unidos de América de que dichas entregas no perturbarán indebidamente los precios mundiales comerciales entre naciones amigas, el Gobierno de Bolivia conviene en procurar e importar con sus propios recursos, los siguientes productos agrícolas además de aquellos que fueren adquiridos bajo los términos del citado Acuerdo de Ventas.
  - a) De los Estados Unidos y naciones amigas, por lo menos cuarenta mil toneladas métricas de trigo, su equivalente en harina de trigo o una combinación de ambos, durante el año calendario de 1964.
  - 2) Para los fines de la Sección 104 (a) de la LEY, el Gobierno de Bolivia proporcionará, a pedido del Gobierno de los Estados Unidos de América, las facilidades necesarias para la conversión de pesos equivalentes a \$us. 163.400, a otras monedas que no fueren dólares o el dos por ciento de los fondos en moneda boliviana provenientes del presente Acuerdo, eligiéndose la cantidad mayor. El circulante obtenido mediante estas disposiciones será utilizado para financiar el desarrollo de los mercados agrícolas en otros países. A solicitud del Gobierno de los Estados Unidos de América, el Gobierno de Bolivia proveerá, también, facilidades para la conversión de hasta \$us. 150.000 para actividades de intercambio educacional bajo la Sección 104 (h) de la LEY. Estas monedas serán además, utilizadas en la adquisición de transporte aéreo tanto para los bolivianos como para los americanos participantes en los programas internacionales de intercambio educacional.
  - 3) El Gobierno de los Estados Unidos de América podrá utilizar moneda boliviana, en Bolivia, para pagar viajes internacionales que se originen en Bolivia o se originen fuera de Bolivia cuando los viajes (incluyendo conexiones) sean a, o a través de Bolivia y para viajes dentro de los Estados Unidos de América u otras aéreas fuera de Bolivia cuando el viaje sea parte de un itinerario en que el viajante vaya de, a, o a través de Bolivia. Se sobreentiende que estos fondos cubrirán solo los viajes realizados por personas en misión oficial del Gobierno de los Estados Unidos de América o en conexión con actividades financiadas por el Gobierno de los Estados Unidos de América. Se sobreentiende además, que los viajes en los cuales se utilizará moneda boliviana no estarán limitados a los servicios proporcionados por las organizaciones de transporte bolivianas.
  - 4) Con referencia al párrafo 4 Artículo IV de la LEY, el Gobierno de Bolivia conviene en proporcionar trimestralmente, la siguiente información relativa a cada embarque de productos recibidos bajo este Convenio sobre Productos Agrícolas: el nombre de cada barco; fecha de su arribo; puerto de llegada; el producto y cantidad

recibida; el estado o condiciones en que fué recibido; fecha en la cual se dió término al desembarque; la disposición de la carga, o sea, almacenada, distribuida localmente, o si ha sido embarcada, cual fué su destino. Dicha información será sobre barcos que han partido de los Estados Unidos y descargado en puertos chilenos y/o puertos peruanos y sobre transporte terrestre de tales puertos a su destino final en Bolivia. Además, el Gobierno de Bolivia conviene en proporcionar trimestralmente; (a) una relación sobre las medidas que se hayan tomado para evitar la reventa o reembarque de los productos suministrados, (b) asegurar que el programa no resulte en el aumento de las disponibilidades de éstos o similares productos en poder de otras naciones y (c) una declaración del Gobierno de Bolivia demostrando los progresos alcanzados y los usuales movimientos del mercado acompañando datos sobre importaciones por países de origen o el destino de los productos iguales o similares a aquellos importados bajo el presente acuerdo.

Se propone que esta nota y su respuesta favorable a ella, constituyen un Acuerdo entre nuestros dos Gobiernos sobre este asunto, que entrará en vigencia en la fecha de su respuesta.

Acepte, Excelencia, las renovadas seguridades de mi más alta consideración."—(Fdo.) Douglas Henderson.

En respuesta, tengo el honor de confirmar a Vuestra Excelencia, la aceptación del Gobierno de Bolivia a los puntos mencionados en la nota transcrita, relativos a la conversión y uso de los fondos en moneda boliviana provenientes de las ventas a realizarse bajo los términos del Convenio suscrito el día de hoy.

Válgame de esta oportunidad para renovar a Vuestra Excelencia, el testimonio de mi consideración más alta y distinguida.

ITURRALDE

Dr. Fernando Iturralde Chinel  
Ministro de Relaciones Exteriores y Culto

Al Excmo. señor

DOUGLAS HENDERSON

EmbaJador Extraordinario y Plenipotenciario de los  
Estados Unidos de América  
Presente

*Translation*

REPUBLIC OF BOLIVIA  
MINISTRY OF FOREIGN AFFAIRS  
AND WORSHIP

No. DGNA-85/

LA PAZ, March 25, 1964

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 285 of this date, which reads as follows:

[For the English language text of the note see *ante*, p. 2267.]

In reply, I have the honor to confirm to Your Excellency that the Government of Bolivia accepts the terms specified in the note transcribed concerning the conversion and use of the funds in Bolivian currency accruing from the sales to be made under the terms of the Agreement signed today.

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

ITURRALDE

Dr. Fernando Iturralde Chinel  
*Minister of Foreign Affairs and Worship*

His Excellency

DOUGLAS HENDERSON,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

TIAS 5718

# **CHINA**

## **Agricultural Commodities**

*Agreement signed at Taipei December 31, 1964;  
Entered into force December 31, 1964;  
With exchange of notes.*

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### **AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CHINA UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED**

The Government of the United States of America and the Government of the Republic of China:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for New Taiwan dollars of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the New Taiwan dollars accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Republic of China pursuant to Title I of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

#### ARTICLE I

##### SALES FOR NEW TAIWAN DOLLARS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of China of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance during calendar year 1965 the sales for New Taiwan dollars, to purchasers authorized by the Government of the Republic of China, of the following agricultural commodities in the amounts indicated:

<u>Commodity</u>	<u>Export Market Value (millions)</u>
Wheat	\$14.77
Tobacco	1.26
Ocean Transportation (estimated)	2.52
Total	\$18.55

<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of New Taiwan dollars accruing from such sale, and other relevant matters.

3. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

## ARTICLE II

### USES OF NEW TAIWAN DOLLARS

The New Taiwan dollars accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown.

A. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 25 percent of the New Taiwan dollars accruing pursuant to this agreement.

B. For grant to the Government of the Republic of China under subsection (c) of Section 104 of the Act, 70 percent of the New Taiwan dollars accruing pursuant to this agreement. In the event that agreement is not reached on the use of the New Taiwan dollars for grant under subsection (c) of Section 104 of the Act within three years from the date of this agreement, the Government of the United States of America may use the New Taiwan dollars for any purpose authorized by Section 104 of the Act.

C. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in the Republic of China incident thereto, 5 percent of the New Taiwan dollars accruing pursuant to this agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in the Republic of China for business development and trade expansion in the Republic of China and to United States firms and to Republic of China firms for

the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

- (2) Loans will be mutually agreeable to AID and the Government of the Republic of China, acting through the Council for International Economic Cooperation and Development (hereinafter referred to as CIECD). The Chairman of CIECD, or his designate, will act for the Government of the Republic of China, and the Administrator of AID, or his designate, will act for AID.
- (3) Upon receipt of an application which AID is prepared to consider, AID will inform CIECD of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.
- (4) When AID is prepared to act favorably upon an application, it will so notify CIECD and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the Republic of China on comparable loans, provided such rates are not lower than the cost of funds to the United States Treasury on comparable maturities, and the maturities will be consistent with the purposes of the financing.
- (5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, CIECD will indicate to AID whether or not CIECD has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from CIECD, it shall be understood that CIECD has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify CIECD.
- (6) In the event the New Taiwan dollars set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and CIECD, the Government of the United States of America may use the New Taiwan dollars for any purpose authorized by Section 104 of the Act.

### ARTICLE III

#### DEPOSIT OF NEW TAIWAN DOLLARS

1. The amount of New Taiwan dollars to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the

United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into New Taiwan dollars as follows:

- (a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Republic of China, or
- (b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of the Republic of China.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of New Taiwan dollars which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total New Taiwan dollars accruing to the Government of the United States of America under this agreement.

#### ARTICLE IV

##### GENERAL UNDERTAKINGS

1. The Government of the Republic of China will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of China will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and exports of the same or like commodities.

#### ARTICLE V

##### CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this agreement, or to the operation of arrangements carried out pursuant to this agreement.

#### ARTICLE VI

##### ENTRY INTO FORCE

This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE in duplicate in the English and Chinese languages, at Taipei this thirty-first day of December, 1964 corresponding to the thirty-first day of the twelfth month of the fifty-third year of the Republic of China.



[<sup>1</sup>]

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

[SEAL]



[<sup>2</sup>]  
[<sup>3</sup>]  
[<sup>4</sup>]

FOR THE GOVERNMENT OF  
THE REPUBLIC OF CHINA

[SEAL]

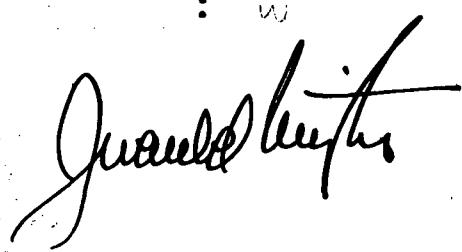
<sup>1</sup> Jerauld Wright

<sup>2</sup> Chu Fu-sung

本協定用英文及中文各繪二份。

公曆一九六四年十二月卅一日即中華民國五十三年十二月卅一日訂於台北

美利堅合衆國政府代表：



中華民國政府代表：



同樣或類似產品之可能性因之增加。

(二)雙方政府將採取合理之預防措施，以保證所有根據本協定所為之農產品出售與採購，不致排斥美利堅合衆國此項產品之通常交易，或過分擾亂農產品之世界市價或與各友邦間商業貿易之正常型態。

(三)雙方政府於實施本協定時，應設法保證使民間貿易商得作有效經營之商業環境，並盡力發展及擴充農產品在市場上之持續需求。

(四)中華民國政府將按季供給有關本計劃進度之資料，尤其有關產品之到達暨其狀態以及維持通常交易之各種措施之資料，並供給有關同樣及類似產品進出口情形之資料。

#### 第五條 磋商

雙方政府將循對方要求，就有關本協定之實施或有關根據本協定所作業務措施之任何事項舉行磋商。

#### 第六條 生效

本協定自簽字之日起生效。  
本協定經雙方合法授權之代表簽字，以昭信守。

除外一折合新台幣後等值，該項匯率如下：

- (甲) 若中華民國政府維持一項適用於所有外匯交易之單一匯率時，應適用美國支付美金當日之商業輸入美金結匯率，或
- (乙) 若有一個以上外匯交易之合法匯率時，適用美利堅合衆國政府與中華民國政府所隨時共同協議之匯率。

(二) 美利堅合衆國政府，將決定以其何一款項支付本協定下行將到期或任何過去農產品協定下已到期或行將到期之任何新台幣退款。在自本協定生效之日起之兩年期間，保存一項得作爲支付此類退款用之準備金。該準備金之任何動支，應視爲美利堅合衆國政府在本協定項下所獲得新台幣總額之減少。

#### 第四條 一般之承諾

(一) 中華民國政府將採取一切可能措施，對根據本協定所購買之農產品，防止其轉售或轉運他國，以及使用於非國內之用途（除非美利堅合衆國政府明確認可此項轉售，轉運或使用）；對於與根據本協定所購買之產品之任何相同或類似之產品，無論其爲本地所生產或源自國外者，防止其在本協定簽訂後至根據本協定所購買之產品到達及使用終止之期間出口（除非美利堅合衆國政府明確認可此項出口）；並保證此項產品之購買，不致使與美國不友好之國家取得

務之性質，申請貸款之金額，以及貸款資金運用之一般目標，通知經合會。  
四、國際開發署如擬核准某一貸款申請案時，將通知經合會，並說明該項貸款適用之利率及還款期限。該項利率應與當時在中華民國境內類似貸款之利率相似，惟須不低於美國國庫為獲得還款期限相似之資金所需之成本，同時其還款期限並應符合貸款資助之目的。

五、經合會於收到國際開發署擬核准某一申請案之通知後六十日內，應表示其對該項貸款申請是否有反對之意見，除非國際開發署於六十日內收到經合會是項反對之通知，否則即認為經合會對該項貸款申請並無反對意見。國際開發署核准或批駁貸款申請時，均將通知經合會。

六、倘於本協定簽訂後三年內，按照該法案一〇四(e)項下規定作為貸款用途之新台幣，因國際開發署未曾核准貸款或因國際開發署及經合會對貸款申請未能獲致協議，而未能運用時，美利堅合衆國得將該項新台幣用於該法案第一〇四節所許可之任何目的。

### 第三條 新台幣之繳存

(一) 繳存美利堅合衆國政府帳戶之新台幣數額，應與美利堅合衆國政府所償付或資助之各項產品美金售價及海運費一因須使用美籍船舶而引起之運費超額

項之規定，以依照本協定所獲得之新台幣之百分之廿五，用於美國政府之各項開支。

(2) 按照該法案第一〇四節(c)項之規定，以依照本協定所獲得之新台幣之百分之七十，贈予中華民國政府，倘於本協定簽訂後三年內，雙方未能就按照該法案第一〇四節(c)項下規定作為贈予之新台幣之使用獲致協議，則美利堅合衆國政府得將該新台幣用於該法案第一〇四節所許可之任何目的。

(3) 按照該法案第一〇四節(e)項之規定，以依照本協定所獲得之新台幣之百分之五，由華盛頓國際開發署（以下簡稱「國際開發署」）作為貸款之用，並用以支付因貸款而發生之在中華民國境內之行政費用，茲瞭解：

一、該法案第一〇四節(e)項下貸款，將貸予美國廠商及其在中華民國境內之分行、支行或聯營行號，在中華民國發展業務及擴展貿易，並貸予美國或中華民國廠商建立各種設施以協助美國農產品之利用、分配，或增加其消費量與市場。

二、此項貸款將經由國際開發署及代表中華民國政府之行政院國際經濟合作發展委員會（以下簡稱「經合會」）雙方同意後為之。經合會主任委員或其指定人將代表中華民國政府，國際開發署署長或其指定人將代表國際開發署。

三、國際開發署於收到據予考慮之申請書時，將以申請人之名稱，所擬訂業

出口市價（以百萬美元為單位）

一四·七七

一·二六

二·五二

一八·五五

品名  
小煙葉  
麥芽

海運費（估計數）

總計

(二)除依照本協定之任何修正協定所規定之任何增添產品或產品增加之數量之購買授權書，其申請須於該項修正協定生效日起九十日內為之外，購買授權書之申請須於本協定生效日起九十日內為之。該項購買授權書應載明有關產品之出售及交貨情形，此項出售所獲新台幣之繳存時間及狀況與其他有關事項。

(三)倘任何一方政府決定，本協定項下產品之資助，出售及交貨已因情況之變遷而無需或不願予以繼續時，該政府得終止該項資助，出售及交貨。

## 第二條 新台幣之用途

美利堅合衆國政府根據本協定出售農產品所獲得之新台幣，應由美利堅合衆國政府依照下列用途及比率使用，其使用方式及優先次序由美利堅合衆國政府決定之。

(a)按照該法案第一〇四節(a)、(b)、(d)、(f)、及(h)至(l)等項或該項中任何一

美利堅合衆國政府與中華民國政府

鑑於兩國間及與其他友邦間之農產品貿易，應循不排斥美利堅合衆國對此類產品之通常交易，或不過份擾亂農產品之世界市價或與各友邦間商業貿易之正常型態之方式下，予以擴展；

鑑於以新台幣購買美利堅合衆國境內所產農產品之辦法有助於達到此項擴展貿易之目的；

鑑於由此項購買所獲得之新台幣之使用方式對兩國均有裨益；

願就依據業經修正之農產貿易推進協助法案（以下簡稱「該法案」）第一章以下列農產品售予中華民國政府一事之了解，並就雙方政府為擴展此項產品貿易而各別或共同採取之措施，予以規定；

茲議定條款如下：

#### 第一條 出售農產品換取新台幣

(一) 美利堅合衆國政府承諾於一九六五日曆年度內將下列農產品資助售予經中華民國政府核定之購買人换取新台幣；但須由美利堅合衆國政府簽發購買授權書，並由中華民國政府予以接受，且以該法案項下產品在出口時可以供應者為限，該項農產品數量如下：

美利堅合衆國政府根據業經修正之農產貿易推進協助法案第一章成立之農產品協定  
中華民國政府

*The American Ambassador to the Chinese Acting Minister of Foreign Affairs*

No. 18

TAIPEI, December 31, 1964.

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement signed today by our two Governments, under which the United States of America undertakes to finance the delivery to the Republic of China of \$18,550,000 worth of agricultural commodities, and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of the Republic of China agrees that in addition to commodities to be purchased under the terms of this agreement, it will procure and import in calendar year 1965 with its own resources from free world sources: (a) 900 metric tons of tobacco including not less than 665 metric tons from the United States of America, and (b) 65,000 metric tons of wheat.

Further, the Government of the Republic of China agrees that it will limit its exports of rice during calendar year 1965 to a maximum of 150,000 metric tons and that for each ton of rice it exports over 110,000 metric tons during that period it will purchase from the United States of America with its own resources equivalent tonnages of wheat in addition to the 65,000 metric tons mentioned above.

(2) With regard to paragraph 4 of Article IV of the agreement, the Government of the Republic of China agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agricultural Commodities Agreement: The name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, the Government of the Republic of China agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of the Republic of China further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under this agreement.

(3) The Government of the Republic of China will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following

amounts of New Taiwan dollars: (a) for purposes of Section 104 (a) of the Act, \$371,000 worth or two percent of the New Taiwan dollars accruing under the Agreement, whichever is the greater, to finance agricultural market development activities in other countries; and (b) for purposes of Section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961,[<sup>1</sup>] up to \$1.1 million worth of New Taiwan dollars to finance educational and cultural exchange programs and activities in other countries.

(4) The Government of the United States of America may utilize New Taiwan dollars in the Republic of China to pay for travel which is part of a trip in which the traveler travels from, to or through the Republic of China. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which New Taiwan dollars may be utilized shall not be limited to services provided by the Republic of China transportation facilities.

(5) It is the interpretation of both Governments that the provisions of the subject agreement, as in the case of similar provisions in prior agreements, relating to the use of New Taiwan dollars for the purchase of goods and services for use in other friendly countries require that the Government of the Republic of China will issue export licenses and will take any other official action necessary to permit such purchases and export.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

JERAULD WRIGHT

His Excellency

CHU FU-SUNG,

*Acting Minister of Foreign Affairs,  
Taipei.*

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<sup>1</sup> 75 Stat. 527; 22 U.S.C. § 2451 note.

本政務次長代理部務茲證實，上述各節亦即為我國政府之了解。

本政務次長代理部務頤向

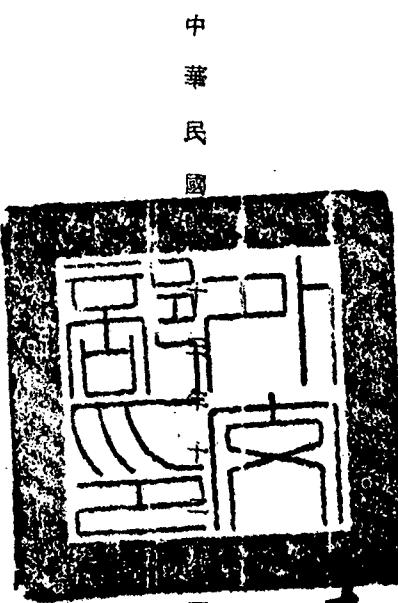
貴大使重申最高之敬意。

此致

美利堅合衆國駐中華民國大使賴特閣下

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三十一日於台北



中  
華  
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中華民國

活動參與人之旅行。並瞭解，此項得利用新台幣所作之旅行應不限於中華民國所供給之交通設備。

五、雙方政府瞭解，本案協定中有關以新台幣購買物品與勞務用於其他友好國家之條款，一如前此協定中之相似條款，需要中華民國政府簽發輸出許可證並採取任何其他為准許此項購買與輸出所必需之官方措施。

相應照請

閣下惠予證實上述了解為荷。」

等由。

美元以外之其他貨幣事，提供便利。(甲)依照本協定所獲得之新台幣之百分之二或價值三七一、〇〇〇美元之新台幣，以其數額較高者，資助其他國家發展農產品市場之活動，作爲達成該法案第一〇四節(a)項目的之用；及(乙)以價值不超過一百一十萬美元之新台幣，資助其他國家各項教育文化交換計劃及活動，作爲達成該法案第一〇四節(h)項及一九六一年教育文化交換法案目的之用。

四、美利堅合衆國政府得在中華民國境內利用新台幣支付旅行費用，該項旅行係旅行人自中華民國境內起程或前往或道經中華民國所作旅行之一部分者。茲瞭解，此項款項僅使用於負有美利堅合衆國政府官方任務人員或美利堅合衆國政府所資助之各項

況、卸貨完成日期、及貨物之處置包括倉儲、就地配銷情形、或如係他運，應註明係運往何地。中華民國政府並同意按季提供：

(甲)一項其已採取防止所供應之產品轉售或轉運措施之說明，以保證不因本協定計劃之實施而導致相同或類似產品對其他國家供應之增加，暨(乙)一項顯示其對通常交易所作承諾之履行進展情形之政府說明。

中華民國政府並同意以產地國家或輸往國家對於與根據本協定輸入相同或類似產品之進出口統計資料，作為上述說明之附件。

三、中華民國政府將於美利堅合衆國政府提出請求時，就下列新台幣款額兌換為

之產品以外，另以其本國之資力，在一九六五日曆年内，由自由世界各來源地採購並輸入：(甲)煙葉九〇〇公噸，其中至少六六五公噸應自美利堅合衆國輸入，及(乙)小麥六五、〇〇〇公噸。

中華民國政府并同意限制其在一九六五日曆年度內最高輸出食米一五〇、〇〇〇公噸，并為其在該期間輸出超過一一〇、〇〇〇公噸之每一噸食米，將在上述六五、〇〇〇公噸之外，另以其本國之資力，自美利堅合衆國購買相等噸數之小麥。

二、關於本協定第四條第四項，中華民國政府同意按季供給下列有關本協定產品每

批到達之資料：每次船名到達日期、到達港口、收到之產品名稱及數量、收到時之狀

*The Chinese Acting Minister of Foreign Affairs to the American Ambassador*

照會  
外<sup>(53)</sup>北美一 021465

巡覆者・接准

貴大使本日第十六號照會內開：

「關於依照 貴我兩國政府於本日簽訂之農產品協定，由美利堅合衆國政府承諾資助運交中華民國價值一八、五五〇、〇〇〇美元農產品一事，茲將本國政府之了解奉達如下：

一、中華民國政府爲表示對於上述交貨不應過份擾亂農產品之世界市價或損及各友邦間之貿易關係一節，與美利堅合衆國政府意見一致起見，將在本協定條件下所購買

*Translation*

MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

WAI(53)PEI-MEI-I-21465

TAIPEI, December 31, 1964

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 16 of today's date which reads as follows:

[For the English language text see *ante*, p. 2286.]

In reply, I have the honor to confirm that the foregoing also represents the understanding of my Government.

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

CHU FU-SUNG

His Excellency

JERAULD WRIGHT,

*Ambassador of the United States of America,  
Taipei.*

# **CHINA**

## **Agricultural Commodities: Sales Under Title IV**

*Agreement signed at Taipei December 31, 1964;  
Entered into force December 31, 1964.  
With exchange of notes.*

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### **AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CHINA UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED**

The Government of the United States of America and the Government of the Republic of China:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in the Republic of China;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade;

Recognizing further that by providing such commodities to the Republic of China under long-term supply and credit arrangements, the resources and manpower of the Republic of China can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to the Republic of China pursuant to Title IV of the Agricultural Trade Development and Assistance Act,[<sup>1</sup>] as amended (hereinafter referred to as the Act);

Have agreed as follows:

## ARTICLE I

### COMMODITY SALES PROVISIONS

1. Subject to the annual review provided for below, to the issuance by the Government of the United States of America and acceptance by the Government of the Republic of China of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance, during the periods specified in the following table or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of the Republic of China, of the following commodities:

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<sup>1</sup> 73 Stat. 610; 7 U.S.C. §§ 1731-1736.

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value To be Financed</u> (1,000)
Corn	Calendar Year 1965	15,000 Metric Tons	\$ 871
Tallow, inedible	Calendar Year 1965	10,000 Metric Tons	2,152
Cotton	Calendar Year 1965	100,000 Bales	11,488
Ocean Transporta- tion (estimated)			980
Total			\$15,491
<hr/>			
Wheat	Calendar Year 1966	225,000 Met- ric Tons	\$15,274
Tallow, inedible	Calendar Year 1966	10,000 Metric Tons	2,152
Cotton	Calendar Year 1966	100,000 Bales	11,488
Ocean Transporta- tion (estimated)			3,409
Total			\$32,323

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above-specified approximate maximum quantities.

2. With respect to the above commodities the two Governments will review annually, supply and requirement factors and related matters, including normal patterns of trade with countries friendly to the United States of America, and agree upon any necessary adjustments of the composition and the approximate maximum quantities of the commodities, specified in paragraph 1 of this Article, to be supplied and export market value to be financed for any period after calendar year 1965.

3. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

4. The financing, sale and delivery of commodities hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale and delivery is unnecessary or undesirable.

## ARTICLE II

### CREDIT PROVISIONS

1. The Government of the Republic of China will pay, or cause to be paid, in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used) the amount financed by the Government of the United States of America together with interest thereon.

2. Payment of amounts financed in connection with shipments made in each calendar year, including the applicable ocean transportation costs related to such deliveries, shall be made in 19 annual installments. The first annual payment shall become due on March 31 immediately following the calendar year of shipment. This payment shall be for 25 percent of the amount of commodity value financed by the Government of the United States of America on shipments made during the preceding calendar year. Payment for the balance of amounts financed in connection with shipments made in each calendar year shall be made in 18 approximately equal annual installments due on March 31 of successive calendar years. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of 3½ percent per annum and shall begin on the date of last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be paid annually not later than the date on which the annual payment of principal becomes due.

4. All payments shall be made in United States dollars and the Government of the Republic of China shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

### ARTICLE III

#### GENERAL PROVISIONS

1. The Government of the Republic of China will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this agreement; to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending on the final date on which said commodities are being received and utilized (except where such export is specifically/approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of these or like commodities to other countries.

2. The two Governments will take reasonable precautions to assure that sales or purchases of commodities pursuant to the agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. The Government of the Republic of China agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrivals and conditions of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

4. In carrying out the provisions of this agreement, the two Governments will seek to assure, to the extent practicable, conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and extend continuous market demand for commodities.

### ARTICLE IV

#### CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this agreement or to the operation of arrangements entered into pursuant to this agreement.

### ARTICLE V

#### ENTRY INTO FORCE

The agreement shall enter into force upon signature.

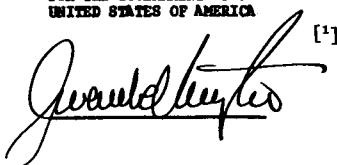
IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE in duplicate in the English and Chinese languages, at Taipei  
this thirty-first day of December, 1964 corresponding to the thirty-first  
day of the twelfth month of the fifty-third year of the Republic of  
China.

朱 [<sup>1</sup>]  
澤  
松

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF  
THE REPUBLIC OF CHINA

 [<sup>1</sup>]

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[SEAL]

[SEAL]

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<sup>1</sup> Jerauld Wright.

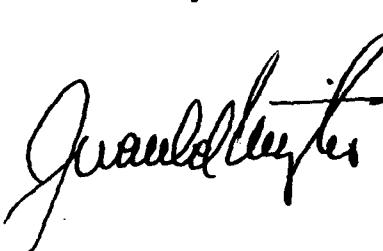
<sup>2</sup> Chu Fu-sung.

公曆  
本協定自簽字之日起生效。  
本協定經雙方合法授權之代表簽字，以昭信守。  
本協定用英文及中文各繪二份。  
一九六四年十二月卅一日即中華民國五十三年十二月卅一日訂於台北

美利堅合衆國政府代表：

w

中華民國政府代表：  
朱德松



防止其在本協定簽訂後至根據本協定所購買之產品到達及使用終止之期間出口（除非美利堅合衆國政府明確認可此項出口）；並保證此項產品之購買，不致使其他國家取得同樣或類似產品之可能性因之增加。

(二)雙方政府將採取合理之預防措施，以保證所有根據本協定所為之產品出售與購買，不致排斥美利堅合衆國此項產品之現金交易，或過份擾亂農產品之世界市價或美利堅合衆國之友邦間商業貿易之正常型態。

(三)中華民國政府同意於美利堅合衆國政府提出請求時，供給有關本計劃進度之資料，尤其有關產品之到達暨其狀態以及維持通常交易之各種措施之資料，並供給有關同樣及類似產品出口情形之資料。

(四)在執行本協定之規定時，雙方政府將於可能之範圍內，設法保證使民間貿易商得作有效經營之商業環境，並盡力發展及擴張產品在市場上之持續需求。

#### 第四條 磋商

雙方政府將循對方之要求，就有關本協定之實施或有關根據本協定所作業務措施之任何事項舉行磋商。

#### 第五條 生效

品所資助金額之百分之廿五。每一日曆年度內爲運交產品所支付資助金額餘款之償付，應分期十八年均勻攤付，陸續於下一日曆年度之三月卅一日爲之。任何年度償付得於付款日期屆滿前爲之。

(三)爲每一日曆年度內交貨之產品之本金未償部份應付予美利堅合衆國政府之利息，應按年息百分之三點五計算，並應自各該日曆年度最後交貨日開始計息。各該未償部份之利息應逐年不遲於每年本金償付期到期日繳付。

(四)所有支付應以美金爲之，除非雙方政府同意另一繳存機關，中華民國政府應直接或間接將各該支付款項繳存於美國國庫。

(五)雙方政府將各採取適當之步驟，俾便利雙方對每一日曆年度內交貨之產品之資助金額雙方紀錄之協調。

(六)爲決定各日曆年度產品之最後交貨日期計，茲規定以承運公司簽署或簡簽之海運提單內之裝船日期爲交貨日期。

### 第三條 一般規定

(一)中華民國政府將採取一切可能措施，對根據本協定之規定所購買之農產品，防止其轉售或轉運他國，以及供國內消費以外之用途；對於與根據本協定所購買之產品之任何相同或類似之產品，無論其爲本地所出產或源自國外者，

額，俾使實際資助之產品數量不致大量超過上列約計最大數量。

(二) 對於上列產品，雙方政府，將就供應及需要要素與有關事項，包括對於與美利堅合衆國友好之國家之正常貿易型態，予以年度檢討，並就在一九六五日曆年度以後之任何期間將予供應之本條第一節內所列產品之項目及約計最大數量暨擬予資助之出口售額等任何必要之調整，達成協議。

(三) 貸款購買授權書應載明有關是項產品之出售及交貨情形，暨其他有關事項。

(四) 倘任何一方政府決定，本協定項下產品之資助，出售及交貨已因情況之變遷而無需或不願予以繼續時，該政府得終止該項資助，出售及交貨。

## 第二條 貸款規定

(一) 美利堅合衆國政府所資助之本協定內第一條內所列產品及有關之海運費之金額（因須使用美籍船舶而引起之運費超額除外）暨其利息，將由中華民國政府直接或間接以美金償付予美利堅合衆國政府。

(二) 每一日曆年度內為運交產品所支付之資助金額，包括撥充該項產品海運費之費用，應分期十九年歸付。其第一次年度償付應於運交產品下一年度之三月卅一日為之。此項償付額應為美利堅合衆國政府對於前一日曆年度內運交產

		品名		供應期間		約計最大數量	擬資助之最高出口售額 (單位：美金千元)
	總計	小麥	海運費 (估計數)	一九六五日曆年度	一九六五年日曆年度	一〇〇、〇〇〇包	
玉米	一九六五日曆年度	一五、〇〇〇公噸	八七一				
牛油脂用	一九六五年日曆年度	一〇、〇〇〇公噸	一五二				
棉花	一九六五年日曆年度	一一、四八八	九八〇				
非食用油脂	一九六六年日曆年度	一五、二七四	四九一				
棉花	一九六六年日曆年度	二、八五二	一五、				
海運費 (估計數)	一〇〇、〇〇〇包	一一、四八八	九八〇				
總計	二二五、〇〇〇公噸	二二五、〇〇〇公噸	九八〇				

除估計之海運費因須使用美籍船舶而呈不足時得以追加外，貨款購買授權書之總資助金額，不得超過上列擬資助之出口售額。雙方政府瞭解，當價格跌落或為其他交易因素所必須時，美利堅合衆國政府得限制貸款購買授權書之資助總金

美利堅合衆國政府與中華民國政府

鑑於利用美利堅合衆國境內所產之剩餘農產品，包括其製成品，以擴大兩國間農產品貿易，對於協助中華民國經濟發展至為有利；

鑑於此項擴展貿易進行方式，應循不排斥美利堅合衆國對此項產品之現金交易，或不過份擾亂農產品之世界市價或商業貿易之正常型態；

復鑑於在長期貸款供應方式下以是項產品供予中華民國，足以使中華民國之資源與人力能更有效的用於經濟發展，同時並不危害其國內農產品之充足供應；

顧就依據業經修正之農產貿易推進協助法案（以下簡稱「該法案」）第四章以產品售與中華民國政府一事之下列了解，予以規定；  
茲謹定條款如下：

第一條 產品出售規定

(一) 在輸出之際，如該法案項下產品可以供應時，並如美利堅合衆國政府簽發貸款購買授權書而中華民國政府接受時，美利堅合衆國政府除須受以下規定年度檢討之限制外，承諾於下表內所列之期間，或於經由美利堅合衆國政府核可之較長期間內，將資助下列產品之售予經中華民國政府核定之購買人換取美

美利堅合衆國政府  
中華民國政府根據業經修正之農產貿易推進協助法案第四章成立之協定

*The American Ambassador to the Chinese Acting Minister of Foreign Affairs*

No. 17

TAIPEI, December 31, 1964.

EXCELLENCY:

I have the honor to refer to the Title IV Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Republic of China signed today, and to confirm my Government's understanding of the following:

With regard to paragraph 3 of Article III of the agreement, the Government of the Republic of China agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agricultural Commodities Agreement: The name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, the Government of the Republic of China agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of the Republic of China showing progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under this agreement.

It is also understood that any New Taiwan dollars resulting from the sale within the Republic of China of the commodities purchased pursuant to the agreement which are loaned by the Government of the Republic of China to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the Republic of China.

As agreed in conversations which have taken place between representatives of our two Governments, the Government of the Republic of China will use the New Taiwan dollars resulting from the sale of commodities financed under the agreement for economic and social development programs as may be mutually agreed upon by our two governments.

Upon request, the Government of the Republic of China agrees to furnish the Government of the United States of America reports showing the total New Taiwan dollars available to the Government of the Republic of China from the sale of the commodities and reports listing the projects being undertaken including information on the name, location and amount invested in each project.

In agreeing that the delivery of commodities pursuant to the agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Government of the Republic of China agrees that it will, in addition to the commodities to be programmed under the agreement, import with its own resources from free world sources, including the United States of America, the following commodities, subject to any adjustment which may be determined during any annual review pursuant to paragraph 2 of Article I of the agreement: (a) during calendar year 1965, 155,000 bales of cotton of which at least 120,000 bales will be from the United States of America; 20,000 metric tons of corn; and 4,000 metric tons of inedible tallow, (b) during calendar year 1966, 65,000 metric tons of wheat; 170,000 bales of cotton of which 127,500 bales will be from the United States of America; and 5,000 metric tons of inedible tallow, and (c) during each of calendar years 1965 and 1966 or any subsequent period during which the commodities purchased under the agreement are being imported, an additional amount of raw cotton equivalent by weight of the cotton textiles exported during each of calendar years 1965 and 1966 exceeding the level of cotton textiles exported during calendar year 1964. Not less than three-fourths of this cotton will be purchased from the United States of America.

The Government of the Republic of China further agrees it will limit its exports of rice during calendar year 1966 and any succeeding period during which wheat is being imported and utilized under the provisions of the agreement to a maximum of 150,000 metric tons and that for each ton of rice it exports over 110,000 metric tons during the period it will purchase from the United States of America with its own resources equivalent tonnages of wheat in addition to the 65,000 metric tons mentioned above.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of the Republic of China.

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

JERAULD WRIGHT

His Excellency

CHU FU-SUNG,

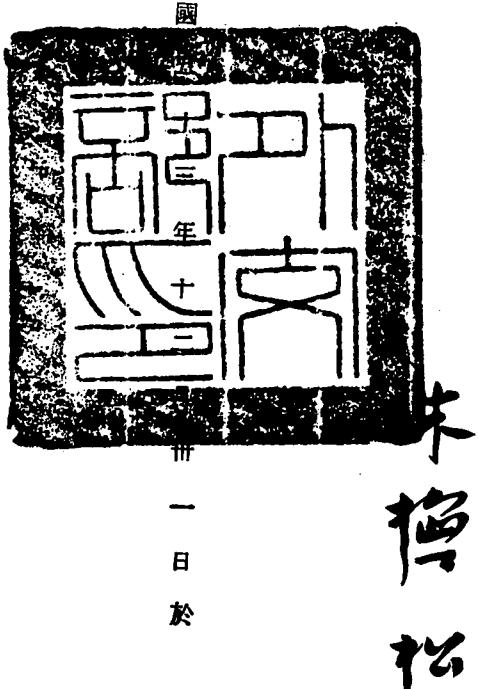
*Acting Minister of Foreign Affairs,  
Taipei.*

貴大使重申最高之敬意。

此致

本政務次長代理部務順向

美利堅合衆國駐中華民國大使賴特閣下



台

北

中華民國政府並同意將限制其在一九六六日曆年度內及任何隨後依照本協定規定輸入及利用小麥期間，最高輸出食米一五〇、〇〇〇公噸，並為其在該期間輸出超過一一〇、〇〇〇公噸之每一公噸食米，將在上述六五、〇〇〇公噸之外，另以其本國之資力，自美利堅合衆國購買相等噸數之小麥。

相應照請

閣下惠予證實上述各節亦即為中華民國政府之了解為荷。」

等由。

本政務次長代理部務茲證實，上述各節亦即為我國政府之了解。

入下列農產品，惟須受根據本協定第一條第二節年度檢討時所決定之任何調整之限制

••(甲)在一九六五日曆年度內：一五五、〇〇〇包棉花，其中至少一二〇、〇〇〇包應

自美利堅合衆國輸入；二〇、〇〇〇公噸玉米；及四、〇〇〇公噸非食用牛油脂。(乙)

在一九六六日曆年度內：六五、〇〇〇公噸小麥；一七〇、〇〇〇包棉花，其中至少一

二七、五〇〇包應自美利堅合衆國輸入；及五、〇〇〇公噸非食用牛油脂。及(丙)在一九

六五及一九六六每一日曆年度內或在任何隨後依照本協定所購產品之輸入期間，額外

原棉，其數量相等於在一九六五及一九六六每一日曆年度內輸出棉織品之超過一九六

四日曆年度內輸出數量內所含之原棉量。其中至少四分之三應自美利堅合衆國購買。

依照前經 貴我兩國政府代表會談所達成之協議，中華民國政府將以根據本協定

資助之產品銷售所得之新台幣用於經雙方政府同意之經濟及社會發展計劃。

中華民國政府同意於接獲請求時，供給美利堅合衆國政府，有關中華民國政府自銷售產品所獲新台幣總額之報告，及正在執行之各項計劃，包括每一項計劃之名稱，地點及投資數額資料之報告。

茲為表示對於本協定項下產品之交貨不應過份擾亂農產品之世界市價或與各友邦

間商業貿易之正常型態一節，獲致協議起見，中華民國政府同意，除在本協定項下計

劃進口之產品外，將以其本國之資力由自由世界包括美利堅合衆國在內之各來源地輸

係運往何地。中華民國政府並同意按季提供・(甲)一項其已採取防止所供應之產品轉售或轉運措施之聲明，(乙)對於本計劃之實施並未導致相同或類似產品對其他國家供應之增加之保證，暨(丙)一項顯示其對於通常交易所作承諾之履行進展情形之中華民國政府聲明，並附同產地國家或輸往國家對於與根據本協定輸入相同或類似產品之進出口統計資料。

雙方政府並瞭解，任何根據本協定所購買之產品在中華民國境內銷售所得之新台幣，如經中華民國政府貸與私營或非政府機構時，應以與在中華民國境內類似貸款大致相等之利率貸予。

The Chinese Acting Minister of Foreign Affairs to the American Ambassador

外<sup>(53)</sup>北美一  
021466

照會

逕覆者。接准

貴大使本日第十七號照會內開：

「關於 貴我兩國政府於本日簽訂之第四章項下農產品協定，茲將本國政府之了解證實如下。」

關於本協定第三條第三節，中華民國政府同意按季提供下列有關本農產品協定產品每批到達之資料。每次船名；到達日期；到達港口；收到之產品名稱及數量；收到時之狀況；卸貨完畢日期；及貨物之處置包括倉儲，就地配銷情形，如係他運應註明

*Translation*

WAI(53)PEI-MEI-I-21466

TAIPEI, December 31, 1964

**EXCELLENCY:**

I have the honor to acknowledge receipt of your note No. 17 of today's date which reads as follows:

[For the English language text of the note see *ante*, p. 2308.]

In reply, I have the honor to confirm that the foregoing also represents the understanding of my Government.

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

CHU FU-SUNG

His Excellency  
JERAULD WRIGHT,  
*Ambassador of the United States of America,*  
*Taipei.*

# COSTA RICA

## Peace Corps

*Agreement effected by exchange of notes  
Signed at San José November 21 and 23, 1962;  
Entered into force August 11, 1964.*

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*The American Ambassador to the Costa Rican Minister of Foreign Relations*

No. 12

SAN JOSÉ, November 21, 1962

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in Costa Rica.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Costa Rica and approved by the Government of the United States to perform mutually agreed tasks in Costa Rica. The Volunteers will work under the immediate supervision of governmental or private organizations in Costa Rica designated by our two Governments. The Government of the United States will provide training to enable Volunteers to perform more effectively their agreed tasks.

2. The Government of Costa Rica will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Costa Rica; and fully inform, consult, and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Costa Rica will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Costa Rica, from all customs duties or other charges on their personal property introduced into Costa Rica for their own use at or about the time of their arrival, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies, and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two Governments may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Costa Rica will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Costa Rica by the Government of the United States, or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Costa Rica will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Costa Rica. The Government of Costa Rica will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Costa Rica, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Costa Rica will accord the Peace Corps Representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property [^] introduced into Costa Rica for their own use as is accorded personnel of comparable rank or grade of the Embassy of the United States. The Government of Costa Rica will accord personnel of United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Costa Rica for their own use as is accorded Volunteers hereunder.

5. The Government of Costa Rica will exempt from investment and deposit requirements and currency controls all funds introduced into Costa Rica for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of Costa Rica at the highest rate which is not unlawful in Costa Rica.

6. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in Costa Rica as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

I have the further honor to propose that, if these understandings are acceptable to the Government of Costa Rica, this note and your

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<sup>1</sup> The United States requested the inclusion of the following: “(including automobiles)” at this place and it was inserted by the legislative committee of the Costa Rican Assembly and included in the Costa Rican ratification of the agreement.

Excellency's reply note concurring therein shall constitute an agreement between our two Governments. This agreement shall enter into force on the date of the communication by which the Government of Costa Rica notifies the Government of the United States that it has been ratified and shall remain in force until ninety days after the date of the communication by which either Government gives written notification to the other of its intention to terminate it.

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

RAYMOND L. TELLES

His Excellency

DANIEL ODUBER QUIROS,  
Minister of Foreign Relations,  
San José.

The Costa Rican Minister of Foreign Relations to the American Ambassador

REPUBLICA DE COSTA RICA  
MINISTERIO DE RELACIONES EXTERIORES Y CULTO

Dirección General de Asuntos Exteriores

N. 32255-AE

SAN JOSÉ, 23 de Noviembre de 1962.—

EXCELENTE SÉÑOR:

Tengo el honor de avisar recibo de la atenta nota de Vuestra Excelencia del 21 de Noviembre del año en curso, en que se sirve proponer un Entendimiento entre los Estados Unidos de América y Costa Rica, con relación a los hombres y mujeres de los Estados Unidos de América que se presenten como voluntarios para servir en el Cuerpo de Paz, cuyo texto es el siguiente:

1. El Gobierno de los Estados Unidos proporcionará tantos Voluntarios del Cuerpo de Paz como sean solicitados por el Gobierno de Costa Rica y aprobados por el Gobierno de los Estados Unidos para realizar en Costa Rica las tareas que hayan sido mutuamente convenidas. Los Voluntarios trabajarán bajo la supervisión inmediata de organizaciones gubernamentales o privadas en Costa Rica designadas por nuestros dos Gobiernos. El Gobierno de los Estados Unidos facilitará entrenamiento a los Voluntarios, a fin de capacitarles para que realicen más eficazmente las tareas que para los mismos hayan sido convenidas.
2. El Gobierno de Costa Rica otorgará un trato equitativo a los Voluntarios y sus bienes, les concederá plena ayuda y protección, incluyendo un trato no menos favorable que aquél generalmente otorgado a los nacionales de los Estados Unidos que residen en Costa Rica, e informará, consultará y cooperará plenamente con los representantes del Gobierno de los Estados Unidos con respecto a

TIAS 5719

todos los asuntos concernientes a ellos. El Gobierno de Costa Rica eximirá a los Voluntarios de todos los impuestos sobre pagos que ellos reciban para sufragar sus costos de vida y por ingresos que provengan de fuera de Costa Rica; de todos los derechos arancelarios u otros recargos sobre sus efectos personales introducidos a Costa Rica para su propio uso, en la fecha de su llegada o alrededor de la misma, y de todos los demás impuestos y recargos (incluyendo los derechos de inmigración), excepto los derechos por patentes y los impuestos y demás recargos incorporados en los precios de los equipos, abastecimientos y servicios.

3. El Gobierno de los Estados Unidos proveerá a los Voluntarios con las cantidades reducidas de equipo y provisiones que los dos Gobiernos convengan que son necesarias para permitirles la realización eficaz de sus tareas.

El Gobierno de Costa Rica eximirá de todo impuesto, derecho arancelario y demás recargos a todo los equipos y abastecimientos introducidos o adquiridos en Costa Rica por el Gobierno de los Estados Unidos o por cualquier contratista financiado por éste, para el uso aquí convenido.

4. A fin de que el Gobierno de los Estados Unidos pueda cumplir sus responsabilidades bajo este Acuerdo, el Gobierno de Costa Rica recibirá a un representante del Cuerpo de Paz y a tales miembros del personal del representante, y a tales miembros del personal de las organizaciones privadas de los Estados Unidos que desarrollen funciones conforme al presente Acuerdo bajo contrato con el Gobierno de los Estados Unidos, como sea aceptable para el Gobierno de Costa Rica. El Gobierno de Costa Rica eximirá a tales personas de los impuestos sobre ingresos derivados de su trabajo con el Cuerpo de la Paz o por ingresos que provengan de fuera de Costa Rica, y de todos los demás impuestos y cargos (incluso derechos de inmigración) excepto los derechos por patentes y los impuestos y demás recargos incorporados en los precios de los equipos, abastecimientos y servicios. El Gobierno de Costa Rica otorgará al representante del Cuerpo de Paz y a su personal el mismo trato con respecto al pago de derechos arancelarios u otros recargos sobre los efectos personales [<sup>1</sup>] introducidos a Costa Rica para su propio uso que el otorgado al personal de la Embajada de los Estados Unidos de rango o grado equivalente. El Gobierno de Costa Rica otorgará al personal de las organizaciones privadas de los Estados Unidos que estén bajo contrato con el Gobierno de

<sup>1</sup> The United States requested the inclusion of the following: “(incluyendo automóviles)” at this place and it was inserted by the legislative committee of the Costa Rican Assembly and included in the Costa Rican ratification of the agreement..

los Estados Unidos, el mismo trato con respecto al pago de derechos arancelarios u otros recargos sobre los efectos personales introducidos a Costa Rica para su propio uso, que el otorgado a los Voluntarios conforme al presente Acuerdo.

5. El Gobierno de Costa Rica eximirá de todos los requisitos de inversión, depósito y control monetario a todos los fondos introducidos en Costa Rica por el Gobierno de los Estados Unidos o por contratistas financiados por éste, a los fines establecidos en el presente Acuerdo. Tales fondos serán convertibles a moneda de Costa Rica al tipo más alto que no sea ilegal en Costa Rica.

6. Los debidos representantes de nuestros dos gobiernos podrán, de cuando en cuando, adoptar tantos acuerdos como se estime sean necesarios o convenientes con objeto de poner en efecto este Acuerdo, en relación con los Voluntarios del Cuerpo de Paz y con los programas del Cuerpo de Paz en Costa Rica. Los compromisos de cada uno de los Gobiernos conforme al presente Acuerdo estarán sujetos a la disponibilidad de fondos y a las leyes aplicables de ese Gobierno.

Este Convenio entrará en vigencia en la fecha de la comunicación por la cual el Gobierno de Costa Rica notifique al Gobierno de los Estados Unidos que ha sido ratificado y permanecerá en vigencia hasta 90 días después de la fecha en que cualquiera de los dos Gobiernos notifique por escrito al otro de su intención de dar por terminado el Convenio.

El Gobierno de Costa Rica acoge sinceramente el Entendimiento a que se refiere la nota de Vuestra Excelencia, con la reserva de la Ratificación Legislativa posterior que se dé al mismo, de acuerdo con los procedimientos constitucionales.

Aprovecho la ocasión para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración,

DANIEL ODUBER

Daniel Oduber

*Ministro de Relaciones Exteriores*

Excelentísimo Señor

RAYMOND L. TELLES

*Embajador de los Estados Unidos  
de América.  
Ciudad.-*

*Translation*

REPUBLIC OF COSTA RICA  
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

Office of Foreign Affairs

N. 32255-AE

SAN JOSÉ, November 23, 1962

**EXCELLENCY:**

I have the honor to acknowledge receipt of Your Excellency's note of November 21, 1962, in which you propose an understanding between the United States of America and Costa Rica with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps, the text of which reads as follows:

[For the English language text of numbered paragraphs 1 through 6, see *ante*, pp. 2317-2318.]

This agreement shall enter into force on the date of the communication by which the Government of Costa Rica notifies the Government of the United States that it has been ratified, and it shall remain in force until ninety days after the date on which either Government gives written notice to the other of its intention to terminate the agreement.

The Government of Costa Rica accepts the understanding referred to in Your Excellency's note, subject to subsequent legislative ratification thereof in accordance with constitutional procedures.

I avail myself of the occasion to renew to Your Excellency the assurances of my highest and most distinguished consideration.

DANIEL ODUBER

Daniel Oduber

Minister of Foreign Affairs

His Excellency

RAYMOND L. TELLES,

Ambassador of the United States of America,  
City.

## EUROPEAN ECONOMIC COMMUNITY AND MEMBER STATES

### Trade: Quality Wheat

*Agreements extending the date for beginning negotiations under paragraph B(i) of the agreement of March 7, 1962.*

*Effectuated by exchanges of letters*

*Signed at Brussels June 11 and July 20, 1964, and June 28 and August 21, 1963;*

*Entered into force July 20, 1964, and August 21, 1963, respectively.*

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*The American Ambassador to the Member of the Commission, European Economic Community*

UNITED STATES REPRESENTATIVE  
TO THE  
EUROPEAN COMMUNITIES

JUNE 11, 1964

DEAR COMMISSIONER REY:

As you know, by an exchange of letters dated June 28 and August 21, 1963, the United States and the Community agreed that the negotiations provided for in paragraph B(I) of the agreement on quality wheat of March 7, 1962,<sup>[1]</sup> should be resumed not later than June 30, 1964.

In the light of present circumstances, it would seem advisable to defer the resumption of such negotiations until not later than June 30, 1965, and we would be agreeable to such a postponement.

I would appreciate an early reply on the part of the Community to this letter.

Sincerely,

JOHN W. TUTHILL

His Excellency

JEAN REY,

*Member of the Commission  
of the European Economic Community,  
Brussels.*

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<sup>1</sup> TIAS 5035; 13 UST 964.

*The Member of the Commission, European Economic Community to the  
American Ambassador*

4536

BRUXELLES 20 juillet 1964

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer à votre lettre du 11 juin 1964, concernant les négociations prévues dans le Règlement pour le blé de qualité conclues à Genève le 7 mars 1962 entre la Communauté Economique Européenne d'une part et les Etats-Unis d'autre part.

J'ai le plaisir de vous communiquer à ce sujet que la Communauté Economique Européenne a accepté que la date du 30 juin 1963 mentionnée sous le point B (i) du dit accord soit remplacée par celle du 30 juin 1965.

Je vous prie d'agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

JEAN REY

Son Excellence Monsieur JOHN W. TUTHILL

*Ambassadeur*

*Chef de la Mission des Etats-Unis  
23, Avenue des Arts,  
Bruxelles.*

*Translation*

4536

BRUSSELS, July 20, 1964

MR. AMBASSADOR:

I have the honor to refer to your note of June 11, 1964, concerning the negotiations provided for in the Agreement with respect to Quality Wheat concluded at Geneva on March 7, 1962 between the European Economic Community on the one hand and the United States on the other.

In this connection, I take pleasure in informing you that the European Economic Community has agreed to the substitution of the date June 30, 1965, for the date June 30, 1963, mentioned in paragraph B (i) of the said Agreement.

Please accept, Mr. Ambassador, the assurances of my very high consideration.

JEAN REY

His Excellency

JOHN W. TUTHILL,

*Ambassador,*

*Chief, United States Mission,  
23, Avenue des Arts,  
Brussels.*

*The American Ambassador to the Member of the Commission, European Economic Community*

UNITED STATES REPRESENTATIVE  
TO THE  
EUROPEAN COMMUNITIES

BRUSSELS, June 28, 1963

DEAR COMMISSIONER REY:

As you know, paragraph B(I) of the Standstill Agreement on Quality Wheat of March 7, 1962, provides that negotiations thereunder shall commence at the latest by June 30, 1963.

This letter constitutes the formal commencement of such negotiations. However, in view of the discussions now taking place in the GATT Cereals Group, we would be agreeable to having the conduct of these negotiations deferred, to be resumed not later than June 30, 1964.

I would appreciate a prompt reply on the part of the Community to this letter.

Sincerely yours,

JOHN W. TUTHILL

His Excellency

JEAN REY,

*Member of the Commission of  
the European Economic Community,  
Brussels.*

*The Member of the Commission, European Economic Community to the  
American Ambassador*

BRUXELLES 21 - 8 - 63

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer à ma lettre du 3 juillet 1963 concernant les négociations prévues dans le Règlement pour le blé de qualité conclu à Genève le 7 mars 1962 entre la Communauté Economique Européenne d'une part et les Etats-Unis d'autre part.

J'ai le plaisir de vous communiquer à ce sujet que la Communauté Economique Européenne a accepté que la date du 30 juin 1963, mentionnée sous le point B (i) du dit accord, soit remplacée par celle du 30 juin 1964.

Je vous prie d'agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

JEAN REY

Son Excellence

Monsieur JOHN W. TUTHILL

*Ambassadeur*

*Chef de la Mission des Etats-Unis  
23, avenue des Arts  
Bruxelles*

*Translation*

BRUSSELS, August 21, 1963

**MR. AMBASSADOR:**

I have the honor to refer to my letter of July 3, 1963 [¹] concerning the negotiations provided for in the Agreement with respect to quality wheat concluded at Geneva on March 7, 1962 between the European Economic Community on the one hand and the United States on the other.

I am happy to inform you, in this connection, that the European Economic Community has agreed that the date of June 30, 1963, mentioned in paragraph B(i) of the aforesaid agreement shall be replaced by that of June 30, 1964.

Accept, Mr. Ambassador, the assurances of my very high consideration.

JEAN REY

His Excellency

JOHN W. TUTHILL, *Ambassador,  
Chief, United States Mission,  
23, avenue des Arts,  
Brussels.*

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<sup>1</sup> Not printed.

# IRAN

## Agricultural Commodities: Sales Under Title IV

*Agreement amending the agreement of November 16, 1964.*

*Effectuated by exchange of notes*

*Signed at Tehran December 15, 1964;*

*Entered into force December 15, 1964.*

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*The American Ambassador to the Iranian Acting Minister of Foreign Affairs*

Note No. 284

TEHRAN, December 15, 1964

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two governments of November 16, 1964<sup>[1]</sup> and to propose, in response to the request of the Imperial Government of Iran, that Article I of the agreement be amended as follows:

The appropriate maximum quantity of corn and/or grain sorghums be increased to 50,000 metric tons; the maximum export market value to be financed be increased to \$3,218,000; the ocean transportation (estimated) be increased to \$1,082,000; and the total increased to \$4,300,000.

It is proposed that this note and Your Excellency's reply concurring therein shall constitute an agreement between our two governments on this matter to enter into force on the date of Your Excellency's note in reply.

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

J. C. HOLMES

His Excellency

AHMAD MIR-FENDERESKI,

*Acting Minister of Foreign Affairs,  
Tehran.*

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<sup>1</sup> TIAS 5696; *ante*, p. 2140.

*The Iranian Acting Minister of Foreign Affairs to the American  
Ambassador*

MINISTÈRE IMPÉRIAL  
DES AFFAIRES ETRANGÈRES

TEHRAN December 15, 1964

EXCELLENCY,

With reference to your Note No. 284 of December 15, 1964, in connection with the Agricultural Commodities Agreement of November 16, 1964, concluded between the Imperial Government of Iran and the Government of the United States of America, I have the honor to convey to your Excellency the Imperial Government's accord to the amendments proposed in the above-mentioned Note.

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

A. MIR FENDERESKI.

His Excellency

JULIUS C. HOLMES,

*Ambassador of the United States of America,  
Tehran, Iran.*

# ISRAEL

## Agricultural Commodities

*Agreement signed at Washington December 22, 1964;  
Entered into force December 22, 1964.  
With exchange of notes.*

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### **AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ISRAEL UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED**

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

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Israel pounds of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Israel pounds accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Israel pursuant to Title I of the Agricultural Trade Development and Assistance Act, [<sup>1</sup>] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

#### ARTICLE I

##### Sales for Israel Pounds

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Israel of purchase

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance during Calendar Year 1965 the sales for Israel pounds, to purchasers authorized by the Government of Israel, of the following agricultural commodities in the amounts indicated:

<u>Commodity</u>	<u>Export Market Value</u> (Millions)
Feedgrains	\$12.2
Rice	.4
Beef (excluding canned)	3.0
Tobacco	.2
Ocean Transportation (estimated)	1.6
 Total	 \$17.4

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Israel pounds accruing from such sale, and other relevant matters.

3. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

## ARTICLE II

### Uses of Israel Pounds

The Israel pounds accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown.

A. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 20 percent of the Israel pounds accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section

104(e) of the Act and for administrative expenses of AID in Israel incident thereto, 15 percent of the Israel pounds accruing pursuant to this agreement. It is understood that:

- (1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Israel for business development and trade expansion in Israel and to United States and Israel firms for the establishment of facilities for aiding in the utilization and distribution of United States agricultural products or for otherwise increasing the consumption of and markets for such products.
- (2) Loans will be mutually agreeable to AID and the Government of Israel, acting through the Ministry of Finance. The Minister of Finance, or his designate, will act for the Government of Israel, and the Administrator of AID, or his designate, will act for AID.
- (3) Upon receipt of an application which AID is prepared to consider, AID will inform the Ministry of Finance of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.
- (4) When AID is prepared to act favorably upon an application, it will so notify the Ministry of Finance and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Israel on comparable loans, provided such rates are not lower than the cost of funds to the United States Treasury on comparable maturities, and the maturities will be consistent with the purposes of the financing.
- (5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Ministry of Finance will indicate to AID whether or not the Ministry of Finance has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Ministry of Finance, it shall be understood that the Ministry of Finance has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Ministry of Finance.
- (6) In the event the Israel pounds set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Ministry of Finance, the Government of the

United States of America may use the Israel pounds for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of Israel under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Israel, as may be mutually agreed, 65 percent of the Israel pounds accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Israel pounds for loan purposes under Section 104(g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Israel pounds for any purpose authorized by Section 104 of the Act.

### ARTICLE III

#### Deposit of Israel Pounds

1. The amount of Israel pounds to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Israel pounds, as follows:

- (a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of Israel, or,
- (b) if more than one legal rate for foreign exchange transactions exist, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of Israel.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Israel pounds which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total Israel pounds accruing to the Government of the United States of America under this agreement.

#### ARTICLE IV

##### General Undertakings

1. The Government of Israel will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Israel will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and exports of the same or like commodities.

#### ARTICLE V

##### Consultation

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this agreement, or to the operation of arrangements carried out pursuant to this agreement.

**ARTICLE VI****Entry Into Force**

This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Washington in duplicate this 22nd day of December, 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

PHILLIPS TALBOT

FOR THE GOVERNMENT OF ISRAEL:

AVRAHAM HARMAN

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*The Assistant Secretary for Near Eastern and South Asian Affairs  
to the Ambassador of Israel*

DEPARTMENT OF STATE  
WASHINGTON  
December 22, 1964

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

- (1) The sales of agricultural commodities under the agreement is not intended to increase the availability of these or like commodities for export and are made on the condition that no exports of such commodities will be made from Israel during the period that such commodities are being imported and utilized.
- (2) Israel will import from free world sources, including the United States of America, as usual marketings during calendar year 1965:
  - (a) not less than 225,000 metric tons of feedgrains,
  - (b) not less than 9,000 metric tons of rice,
  - (c) not less than 13,000 metric tons of beef, and
  - (d) not less than 900 metric tons of tobacco.
- (3) In the event that any commodities under the agreement are exported after December 31, 1965, the Government of the United States of America will finance ocean freight charges on those commodities only to the extent that such charges are higher

than would otherwise be the case by reason of the requirement that the commodities be transported in United States flag vessels. The balance of the ocean freight charges for transportation in United States vessels after December 31, 1965 must be paid in dollars by the Government of Israel.

- (4) With regard to paragraph 4 of Article IV of the agreement, the Government of Israel agrees to furnish at least quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped. In addition, the Government of Israel agrees to furnish at least quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations, and (c) a statement showing progress made toward fulfilling commitments on usual marketings.

The Government of Israel further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under the agreement.

- (5) The Government of Israel will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of Israel pounds:
- (a) for purposes of Section 104(a) of the Act, \$348,000 worth or two percent of the Israel pounds accruing under the agreement, whichever is greater, to finance agricultural market development activities in other countries; and
  - (b) for purposes of Section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, [1] up to \$400,000 worth of Israel pounds to finance educational and cultural exchange programs and activities in other countries.
- (6) Realizing the potential effects on the economy of Israel of the sale of Israel pounds authorized by Section 104(t) of the Act and being mutually desirous of avoiding injurious effects, it is agreed that transactions under this section will be in compliance with the foreign exchange regulations of Israel. Any single such sale of Israel pounds over and above \$1,000 would involve prior agreement with Israel.

<sup>1</sup> 75 Stat. 527; 22 U.S.C. § 2451 note.

- (7) The Government of the United States of America may utilize Israel pounds in Israel to pay for travel which is part of a trip in which the traveler travels from, to, or through Israel. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Israel pounds may be utilized shall not be limited to services provided by Israel transportation facilities.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

PHILLIPS TALBOT

His Excellency

AVRAHAM HARMAN,  
*Ambassador of Israel.*

*The Ambassador of Israel to the Secretary of State*

EMBASSY OF ISRAEL  
WASHINGTON, D.C.

שגרירות ישראל  
וושינגטן

DECEMBER 22  
1964

DEAR MR. SECRETARY,

I have the honour to refer to your Note dated December 22 regarding the Agricultural Commodities Agreement between our two Governments signed today, and to inform you that my Government concurs with the understanding as set forth in your Note.

Please accept, Mr. Secretary, the renewed assurances of my highest consideration.

AVRAHAM HARMAN  
Avraham Harman  
*Ambassador*

The Hon.

SECRETARY OF STATE,  
*Department of State,*  
*Washington, D.C.*

# ISRAEL

## Atomic Energy: Cooperation for Civil Uses

*Agreement extending the agreement of July 12, 1955, as amended and extended.*

*Signed at Washington August 19, 1964;  
Entered into force October 1, 1964.*

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

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

Desiring to amend the Agreement for Cooperation between the Government of the United States of America and the Government of Israel Concerning Civil Uses of Atomic Energy, signed at Washington on July 12, 1955<sup>[1]</sup> (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreements signed at Washington on August 20, 1959, June 11, 1960 and June 22, 1962;<sup>[2]</sup>

Agree as follows:

#### ARTICLE I

Article VIII of the Agreement for Cooperation, as amended, is further amended by deleting the date "July 11, 1964" and substituting in lieu thereof the date "April 11, 1965".

#### ARTICLE II

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 the entry into force of such Amendment and shall remain in force for the period of the Agreement for Cooperation, as hereby amended.

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<sup>1</sup> TIAS 3311; 6 UST 2841.

<sup>2</sup> TIAS 4407, 4507, 5079; 11 UST 46, 1626; 13 UST 1289.

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

DONE at Washington, in duplicate, this nineteenth day of August 1964.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JAMES P. GRANT

GLENN T SEABORG

FOR THE GOVERNMENT OF ISRAEL:

AVRAHAM HARMAN

# JAPAN

## Mutual Defense Assistance: Equipment, Materials, and Services

*Agreement effected by exchange of notes  
Signed at Tokyo December 4, 1964;  
Entered into force December 4, 1964.*

*The American Ambassador to the Japanese Prime Minister*

No. 509.

TOKYO, December 4, 1964.

EXCELLENCY:

I have the honor to refer to the Mutual Defense Assistance Agreement between the United States of America and Japan signed at Tokyo on March 8, 1954,<sup>[1]</sup> which provides, *inter alia*, that each Government will make available to the other such equipment, materials, services, or other assistance as the Government furnishing such assistance may authorize, in accordance with such detailed arrangements as may be made between them.

Having regard to the mutual interest in the development of an effective air defense system for Japan, the representatives of the Governments of the United States of America and Japan have held discussions concerning a cost-sharing program to expand and convert the existing Japanese aircraft control and warning system to a semi-automatic air weapons control system, hereinafter referred to as the base air defense ground environment (BADGE) system. As a result of these discussions, the understanding of my Government is as follows:

1. The Government of Japan will establish a semi-automatic air weapons control system. This system will be maintained, operated and utilized by the Government of Japan, and the data obtained therefrom will be made available to the Government of the United States of America to be used for the defense of Japan.

2. The Government of the United States of America will assist the Government of Japan in obtaining certain equipment, materials, and services necessary for the BADGE system.

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<sup>1</sup> TIAS 2967; 5 UST 661.

3. At least 50 per cent of equipment to be procured for the BADGE system will be equipment the source of which is in the United States, and such percentage will be in terms of dollar value based on the United States Contractor's cost estimate.

4. The Government of the United States of America will contribute, subject to the availability of appropriated funds, 25 per cent of the cost of the BADGE equipment, materials and services, in an amount not to exceed \$9 million. The funds contributed by the Government of the United States of America will be expended in the United States and will be applied towards payment of the cost of the equipment and materials procured in the United States and services of United States contractors. All costs in excess of the United States contribution as set forth herein will be borne by the Government of Japan.

5. Detailed technical arrangements for completion of the project will be concluded by representatives to be designated for that purpose by the two Governments.

6. Financial obligations or expenditures incurred by either Government under this agreement, and all arrangements to be concluded hereunder will be subject to budget authorization pursuant to the constitutional provisions of the respective countries.

7. Technical information and patent rights furnished under this agreement shall be subject to the provisions of the Agreement between the Government of the United States of America and the Government of Japan to Facilitate the Exchange of Patent Rights and Technical Information for Purposes of Defense, signed at Tokyo on March 22, 1956.

8. In accordance with Article VI of the aforementioned Mutual Defense Assistance Agreement, the Government of Japan will waive custom duties and internal taxation on United States manufactured equipment imported into Japan for the BADGE system.

I have the honor to propose that if this understanding is acceptable to the Government of Japan, this Note 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 Excellency's reply.

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

EDWIN O. REISCHAUER

His Excellency

EISAKU SATO,

*Minister for Foreign Affairs ad interim,  
Prime Minister of Japan.*

府間の合意を構成するものとみなすことに同意する光榮を有します。  
本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつ  
て敬意を表します。

昭和三十九年十二月四日に東京で

外務大臣臨時代理  
内閣総理大臣

佐藤栄作

日本国駐在アメリカ合衆国特命全権大使  
エドワイン・O・ライシャワー閣下

のアメリカ合衆国政府と日本国政府との間の協定の規定に従うものとする。

8 日本国政府は、バッジ組織のため日本国に輸入される合衆国製の装備について、前記の相互防衛援助協定第六条に従い、関税及び内国税を免除する。

本使は、この了解が日本国政府により受諾される場合には、この書簡及び受諾する旨の閣下の返簡を閣下の返簡の日付の日に効力を生ずる両政府間の合意を構成するものとみなすことを提案する光榮を有します。

本大臣は、日本国政府が前記の了解を受諾することを本国政府に代わつて確認し、閣下の書簡及びこの返簡を本日効力を生ずる両政

この項に規定する合衆国の贈与額をこえるすべての経費は、日本国政府が負担する。

この計画の完成のための技術的細目の取極は、両政府がその目的のため指名する代表者により締結される。

この合意及びこれに基づき結ばれるすべての取極に基づいていづれか一方の政府が負担する財政上の債務又は支出は、それぞれの国の憲法上の規定に従つた予算上の承認を得ることを条件とする。

この合意に基づき供与される技術上の知識及び特許権は、千九百五十六年三月二十二日に東京で署名された防衛目的のためにする特許権及び技術上の知識の交流を容易にするため

4

パッジ組織のために調達される装備の少なくとも五十パーセントは、合衆国内において調達されるものとし、また、その比率は、合衆国の契約者の経費見積りに基づくドル価額によるものとする。

アメリカ合衆国政府は、歳出予算に計上された資金があることを条件として、総額にして九百万ドルをこえない範囲で、バッジの装備、資材及び役務の経費の二十五パーセントを贈与する。アメリカ合衆国政府により贈与される資金は、合衆国内において支出され、また、合衆国内において調達される装備及び資材並びに合衆国の契約者の役務の経費の支払に充てられる。

3

航空兵器管制組織（以下基地対空防衛地上（バッジ）組織という。）に拡充し及び改造するための経費分担計画について討議を行ないました。この討議の結果による本国政府の了解は次のとおりであります。

1　日本国政府は、半自動航空兵器管制組織を設置する。この組織は、日本国政府により維持され、運営され及び使用される。また、同組織から得られる資料は、日本国の防衛に利用されるために、アメリカ合衆国政府の使用に供される。

2　アメリカ合衆国政府は、バッジ組織のために必要な一定の装備、資材及び役務を取得することにつき、日本国政府を援助する。

*The Japanese Prime Minister to the American Ambassador*

書簡をもつて啓上いたします。本大臣は、本日付けの閣下の次の書簡を受領したことを確認する光榮を有します。

本使は、千九百五十四年三月八日に東京で署名されたアメリカ合衆国と日本国との間の相互防衛援助協定に言及する光榮を有します。同協定は、各政府が、他方の政府に対し、援助を供与する政府が承認することがある装備、資材、役務その他の援助を、両政府の間で行なうべき細目取極に従つて、使用に供するものとすることを特に規定しています。

アメリカ合衆国政府及び日本国政府の代表者は、日本国のために効果的な対空防衛組織を発展させることが相互の利益であることに考慮を払い、現存の日本国の航空機管制警戒組織を、半自動

*Translation*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's Note of today's date reading as follows:

[For the English language text of the note see *ante*, p. 2339.]

I have the honor to confirm on behalf of my Government that the foregoing understanding is acceptable to the Government of Japan, and to agree that the note under acknowledgement, together with this note, shall constitute an agreement between our two Governments, which shall enter into force this day.

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

EISAKU SATO  
Minister for Foreign  
Affairs ad interim  
Prime Minister

# KENYA

## Agricultural Commodities: Sales Under Title IV

*Agreement signed at Nairobi December 7, 1964;  
Entered into force December 7, 1964.  
With exchange of notes  
Signed at Nairobi February 3 and 4, 1965.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF KENYA UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND AS- SISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of Kenya;

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Kenya;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Recognizing further that by providing such commodities to Kenya under long-term supply and credit arrangements, the resources and manpower of Kenya can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Kenya pursuant to Title IV of the Agricultural Trade Development and Assistance Act, [¹] as amended, (hereinafter referred to as the Act);

Have agreed as follows:

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<sup>1</sup> 73 Stat. 610; 7 U.S.C. §§ 1731-1736.

ARTICLE ICOMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Kenya of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance during the period specified in the following table or such longer period as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of Kenya of the following commodities:

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity (Metric Tons)</u>	<u>Maximum Export Market Value To Be Financed</u>
Wheat flour, granular	U.S. Fiscal Year 1965	500	\$68,000
Ocean Transportation (estimated) <sup>1</sup>			8,000
<b>Total</b>			<b>\$76,000</b>

<sup>1</sup> Estimate based on U.S. Government payment of excess transportation costs resulting from requirement that U.S. flag vessels be used.

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on the United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above-specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

3. The financing, sale, and delivery of commodities hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, and delivery is unnecessary or undesirable.

## ARTICLE II

### CREDIT PROVISIONS

1. The Government of Kenya will pay or cause to be paid in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used), the amount financed by the Government of the United States of America together with interest thereon.

2. The principal amount due for commodities delivered in each calendar year under this Agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in 19 approximately equal annual payments, the first of which shall become due two years after the date of last delivery of commodities in such calendar year. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall begin on the date of the last delivery of commodities in such calendar year and be paid not later than the date on which the annual payment of principal becomes due. The interest shall be computed at the rate of one percent per annum during the period from the date of last delivery of commodities in such calendar year and the due date of the first annual payment of principal and at two and a half percent per annum thereafter.

4. All payments shall be made in United States dollars and the Government of Kenya shall deposit or cause to be deposited such payments in the United States Treasury for credit to the Commodity Credit Corporation, unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

## ARTICLE III

### GENERAL PROVISIONS

1. The Government of Kenya will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the agricultural commodities pur-

chased pursuant to this Agreement; to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement during the period said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales or purchases of commodities pursuant to this Agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. In carrying out the provisions of this Agreement, the two Governments will seek to assure, to the extent practicable, conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and extend continuous market demand for commodities.

4. The Government of Kenya will furnish, upon request of the Government of the United States of America, information on the progress of the program, including the arrival and condition of commodities, imports of commodities purchased from the United States of America or other countries friendly to the United States of America in addition to commodities financed under this Agreement, and any exports of the same or like commodities.

#### ARTICLE IV

##### CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements entered into pursuant to this Agreement.

#### ARTICLE V

##### ENTRY INTO FORCE

The Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done in duplicate at Nairobi this seventh day of December, 1964.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

WILLIAM ATTWOOD

FOR THE GOVERNMENT  
OF KENYA:

J. S. GICHURU

TIAS 5725

*The American Ambassador to the Kenyan Minister for Finance*

No. 7

NAIROBI, February 3, 1965

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Kenya, which was signed December 7, 1964.

I wish to confirm my Government's understanding of the Agreement reached in conversations which have taken place between representatives of our two Governments with respect to the use by the Government of Kenya of East African shillings resulting from the sale of commodities financed under the Agreement. It is understood that these East African shillings will be used for economic and social development programs, as may be agreed to by our two Governments. With regard to the use of these East African shillings, the Government of Kenya agrees to furnish the Government of the United States of America, upon request, reports showing the total East African shillings available to the Government of Kenya from the sale of the commodities and reports listing the projects being undertaken including information on the name, location, and amount invested in each project.

It is also understood that any East African shillings resulting from the sale within Kenya of the commodities purchased pursuant to the Agreement which are loaned by the Government of Kenya to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Kenya.

With regard to Paragraph 4 of Article III of the Agreement, the Government of Kenya agrees to furnish at least quarterly the following information in connection with each shipment of commodities received under the Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodities and quantities received; the condition in which received; the date unloading was completed and disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition the Government of Kenya agrees to furnish at least quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations. The Government of Kenya further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under this Agreement.

I shall appreciate Your Excellency's confirmation of the above understandings.

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

WILLIAM ATTWOOD

The Honorable

JAMES S. GICHURU,  
Minister for Finance,  
Nairobi.

*The Kenyan Minister for Finance to the American Ambassador*

P.O. Box 30007  
Telephone : 24261-72  
When replying please quote  
Ref. No. CFN 248/04  
and date

THE TREASURY  
NAIROBI  
KENYA

4th FEBRUARY, 1965.

**EXCELLENCY:**

I have the honour to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Kenya, which was signed on December 7, 1964.

I wish to confirm my Government's understanding of the Agreement reached in conversations which have taken place between representatives of our two Governments with respect to the use by the Government of Kenya of East African shillings resulting from the sale of commodities financed under the Agreement. It is understood that these East African shillings will be used for economic and social development programmes, as may be agreed to by our two Governments. With regard to the use of these East African shillings, the Government of Kenya agrees to furnish the Government of the United States of America, upon request, reports showing the total East African shillings available to the Government of Kenya from the sale of the commodities and reports listing the projects being undertaken including information on the name, location, and amount invested in each project.

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I shall appreciate Your Excellency's confirmation of the above understandings.

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

J. S. GICHURU

J. S. Gichuru  
*Minister for Finance.*

His Excellency the AMBASSADOR  
FOR THE UNITED STATES OF AMERICA,  
*The American Embassy,*  
*Nairobi.*

# LUXEMBOURG

## Double Taxation: Taxes on Income and Property

*Convention signed at Washington December 18, 1962;  
Ratification advised by the Senate of the United States of America  
July 29, 1964;  
Ratified by the President of the United States of America August 5,  
1964;  
Ratified by Luxembourg December 17, 1964;  
Ratifications exchanged at Luxembourg December 22, 1964;  
Proclaimed by the President of the United States of America De-  
cember 30, 1964;  
Entered into force December 22, 1964.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS the convention between the United States of America and the Grand Duchy of Luxembourg with respect to taxes on income and property was signed at Washington on December 18, 1962 by their respective Plenipotentiaries, the original of which convention, in the English and French languages, is word for word as follows:

**CONVENTION BETWEEN THE UNITED STATES OF AMERICA  
AND THE GRAND DUCHY OF LUXEMBOURG WITH RE-  
SPECT TO TAXES ON INCOME AND PROPERTY**

The President of the United States of America and Her Royal Highness the Grand Duchess of Luxembourg, desiring to conclude a convention for the avoidance of double taxation of income, the prevention of fiscal evasion, and the promotion of trade and investment, have appointed for that purpose as their respective Plenipotentiaries:

The President of the United States of America:

Dean Rusk, Secretary of State of the United States of America,  
and

Her Royal Highness the Grand Duchess of Luxembourg:

Georges Heisbourg, Ambassador Extraordinary and Plenipotentiary of the Grand Duchy of Luxembourg at Washington,

who, having communicated to each other their full powers, found in good and due form, have agreed upon the following Articles:

**ARTICLE I**

(1) The taxes which are the subject of the present Convention are:

(a) In the case of the United States:

The Federal income tax, including surtax.

(b) In the case of Luxembourg:

(i) The income taxes on individuals and corporations, the tax on fees of directors of corporations, and the communal tax on commercial profits, and

(ii) The wealth tax and the communal taxes on invested capital and land.

(2) The present Convention shall also apply to substantially similar taxes which are subsequently imposed in addition to, or in place of, the existing taxes.

(3) The competent authorities of the Contracting States shall notify each other of the adoption of new taxes or of substantial changes in, or the abolition of, existing taxes covered by the present Convention.

**ARTICLE II**

(1) In the present Convention, unless the context otherwise requires:

(a) The term "United States" means the United States of America, and when used in a geographical sense means the States thereof and the District of Columbia;

(b) The term "Luxembourg" when used in a geographical sense means the Grand Duchy of Luxembourg;

(c) The term "enterprise of one of the Contracting States" means, as the case may be, "United States enterprise" or "Luxembourg enterprise";

(d) The term "United States enterprise" means an industrial or commercial enterprise or undertaking carried on by a citizen or resident (including an individual in his individual or fiduciary capacity or as a member of a partnership) of the United States or by a United States corporation; the term "United States corporation" means a corporation or other entity created or organized under the laws of the United States or of any State or Territory of the United States;

(e) The term "Luxembourg enterprise" means an industrial or commercial enterprise or undertaking carried on by a resident of Luxembourg (including an individual in his individual capacity or as a member of a partnership) or by a Luxembourg corporation; the term "Luxembourg corporation" means a juridical person or an entity treated as a juridical person for tax purposes under the laws of Luxembourg if such person or entity has its business management or seat in Luxembourg but does not include a United States corporation;

(f) (i) The term "permanent establishment" means a fixed place of business in which the business of the enterprise is wholly or partly carried on;

(ii) A permanent establishment shall include especially;

(A) a place of management;

(B) a branch;

(C) an office;

(D) a factory;

(E) a workshop;

(F) a mine, quarry, or other place of extraction of natural resources; and

(G) a building site, or construction or assembly project, which exists for more than six months;

(iii) The term "permanent establishment" shall be deemed not to include;

(A) the use of facilities solely for the purpose of storage, display, or delivery of goods or merchandise belonging to the enterprise;

(B) the maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of storage, display, or delivery;

(C) the maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of processing by another enterprise;

(D) the maintenance of a fixed place of business solely for the purpose of purchasing goods or merchandise, or for collecting information, for the enterprise;

(E) the maintenance of a fixed place of business solely for the purpose of advertising, for the supply of information, for scientific research, or for similar activities which have a preparatory or auxiliary character, for the enterprise;

(iv) A person acting in one of the Contracting States on behalf of an enterprise of the other Contracting State, other than an agent of an independent status to whom subdivision (v) applies, shall be deemed to be a permanent establishment in the first-mentioned State if he has, and habitually exercises in that State, an authority to conclude contracts in the name of the enterprise, unless his activities are limited to the purchase of goods or merchandise for the enterprise;

(v) An enterprise of one of the Contracting States shall not be deemed to have a permanent establishment in the other Contracting State merely because it carries on business in that other State through a broker, general commission agent, or any other agent of an independent status, where such persons are acting in the ordinary course of their business;

(vi) The fact that a corporation of one of the Contracting States controls or is controlled by (A) a corporation of the other Contracting State, or (B) a corporation which carries on business in that other State (whether through a permanent establishment or otherwise), shall not of itself constitute either corporation a permanent establishment of the other;

(g) The term "competent authority" or "competent authorities" means, in the case of the United States, the Secretary of the Treasury or his delegate and, in the case of Luxembourg, the Minister of Finance or his delegate; and

(h) The terms "resident of one of the Contracting States" and "resident of the other Contracting State" mean a resident of the United States or a resident of Luxembourg, as the context requires. An individual shall be considered to be a resident of Luxembourg if under its law his income from sources within and from sources without Luxembourg is subject to income tax. An individual present in one of the Contracting States solely for one of the purposes specified in Articles XIII and XIV of the present Convention shall not be considered a resident of that State merely because of his presence there for that purpose.

(2) In the application of the provisions of the present Convention by either of the Contracting States, any term which is not defined in

the present Convention shall, unless the context otherwise requires, have the meaning which that term has under the laws of such State relating to the taxes which are the subject of the present Convention.

(3) A resident or corporation of one of the Contracting States, or an enterprise of such State, shall be considered to have a permanent establishment in the other State for purposes of Articles III, VII, VIII, and IX if such person has a permanent establishment in that State at any time during the taxable year in which the income is received.

### ARTICLE III

(1) The industrial or commercial profits of an enterprise of one of the Contracting States shall be taxable only by that State unless the enterprise carries on business in the other Contracting State through a permanent establishment situated therein. If the enterprise carries on business as aforesaid, tax may be imposed by the other State on the industrial or commercial profits of the enterprise but only on so much of them as is attributable to that permanent establishment. In applying the preceding sentence for purposes of the United States tax, all industrial or commercial profits of the enterprise from sources within the United States shall be deemed to be attributable to the permanent establishment.

(2) Where an enterprise of one of the Contracting States carries on business in the other Contracting State through a permanent establishment situated therein, there shall in each State be attributed to that permanent establishment the industrial or commercial profits which it might be expected to make if it were a distinct and separate enterprise engaged in the same or similar activities under the same or similar conditions and dealing independently with the enterprise of which it is a permanent establishment.

(3) In the determination of the industrial or commercial profits of a permanent establishment, there shall be allowed as deductions expenses which are incurred for the purposes of the permanent establishment, including executive and general administrative expenses so incurred, whether in the State in which the permanent establishment is situated or elsewhere.

(4) No profits shall be attributed to a permanent establishment by reason of the mere purchase by that permanent establishment of goods or merchandise for the enterprise.

### ARTICLE IV

Where—

(a) an enterprise of one of the Contracting States participates directly or indirectly in the management, control, or capital of an enterprise of the other Contracting State, or

(b) the same persons participate directly or indirectly in the management, control, or capital of an enterprise of one of the Contracting States and an enterprise of the other Contracting State,

and in either case conditions are made or imposed between the two enterprises in their commercial or financial relations which differ from those which would be made between independent enterprises, then any profits which would, but for those conditions, have accrued to one of the enterprises may be included in the profits of that enterprise and taxed accordingly.

#### ARTICLE V

Income which an enterprise of one of the Contracting States derives from the operation of ships or aircraft registered in that State shall be exempt from taxation by the other Contracting State.

#### ARTICLE VI

Income from real property, including gains derived from the sale or exchange of such property and interest on debts (other than bonds) secured by mortgages on real property, and royalties in respect of the operation of mines, quarries, or other natural resources shall be taxable, except as otherwise provided in Article XVI, only by the Contracting State in which such property, mines, quarries, or other natural resources are situated; provided that a resident or corporation of one of the Contracting States deriving any such income from sources within the other Contracting State may elect for any taxable year to be subject to such other State's tax on such income on a net income basis.

#### ARTICLE VII

Royalties, rentals, and similar payments derived as consideration for the use of, or for the privilege of using,

- (a) copyrights, artistic or scientific works, patents, designs, plans, secret processes or formulae, trade-marks, motion picture films, films or tapes for radio or television broadcasting, or other like property or rights, or
- (b) industrial, commercial, or scientific equipment, knowledge, experience, skill, or know-how

and received by a resident or corporation of one of the Contracting States not having a permanent establishment in the other Contracting State shall be exempt from tax by such other State.

#### ARTICLE VIII

Interest on bonds, notes, debentures, securities, or on any other form of indebtedness (exclusive of interest on debts, other than bonds, secured by mortgages on real property) received by a resident or corporation of one of the Contracting States not having a permanent establishment in the other Contracting State shall be exempt from tax by such other State.

## ARTICLE IX

(1) Dividends received from sources within one of the Contracting States by a resident or corporation of the other Contracting State not having a permanent establishment in the former State shall be subject to tax by the former State—

- (a) at a rate which is equal to 50 percent of the statutory rate of tax otherwise imposed on such dividends by the former State, or,
- (b) when the recipient is a corporation, at the rate of 5 percent if—

(i) during the part of the payer corporation's taxable year which precedes the date of payment of the dividend and during the whole of its prior taxable year, at least 50 percent of the voting stock of the payer corporation was owned by the recipient corporation either alone or in association with not more than three other corporations of the other State and at least ten percent of the voting stock of the payer corporation was owned by each such corporation of the other State; and

(ii) not more than 25 percent of the gross income of the payer corporation (other than a corporation the principal business of which is the making of loans) for such prior taxable year was derived from interest and dividends other than interest and dividends received from its subsidiary corporations.

(2) The term "statutory rate", as used in this Article, means, in the case of United States tax, the rate of tax imposed by section 871(a) or section 881(a), Internal Revenue Code of 1954,[<sup>1</sup>] as in effect on January 1 of the year in which the instruments of ratification are exchanged, and, in the case of Luxembourg tax, the rate of tax imposed by Article 4 of Decree Law of August 7, 1945, as amended by Article 1 of the Law of November 27, 1952.

(3) The term "subsidiary corporation", as used in this Article, means any corporation of which at least 50 percent of the total voting power of all classes of stock entitled to vote, or of the total value of all classes of stock, is owned by the payer corporation.

## ARTICLE X

(1) Dividends and interest paid by a Luxembourg corporation to a person other than a citizen, resident, or corporation of the United States shall be exempt from tax by the United States.

(2) Dividends and interest paid by a United States corporation to a person other than (a) a resident of Luxembourg or (b) a corporation having its business management or seat in Luxembourg shall be exempt from tax by Luxembourg.

<sup>1</sup> 68A Stat. 278, 282.

## ARTICLE XI

(1) (a) Wages, salaries, and similar compensation, and pensions, annuities, or similar benefits paid by Luxembourg, its political subdivisions, or its compulsory social security funds to an individual (other than an individual who is a citizen of the United States or has been admitted to the United States for permanent residence therein) for services rendered to Luxembourg or to any of its political subdivisions in the discharge of governmental functions shall be exempt from tax by the United States.

(b) Wages, salaries, and similar compensation, and pensions, annuities, or similar benefits paid by, or from public funds of, the United States or the political subdivisions thereof to an individual (other than a citizen of Luxembourg) for services rendered to the United States or to any political subdivisions in the discharge of governmental functions shall be exempt from tax by Luxembourg.

(2) Private pensions and private life annuities which are from sources within one of the Contracting States and are paid to individuals who are residents of the other Contracting State shall be exempt from tax by the former State.

(3) The term "life annuities", as used in paragraph (2), means a stated sum payable periodically at stated times during life, or during a specified number of years, under an obligation to make the payments in return for adequate and full consideration.

## ARTICLE XII

(1) Compensation for labor or personal services (other than fees of directors of corporations) performed in the United States during the taxable year by a resident of Luxembourg shall be exempt from tax by the United States if he is temporarily present in the United States for a period or periods not exceeding a total of 180 days during the taxable year and the compensation—

(a) is received for labor or personal services performed as an employee of a resident or corporation of Luxembourg, or of a permanent establishment within Luxembourg of a United States enterprise, and the burden of such compensation is borne by such resident, corporation, or establishment; or

(b) does not exceed \$3,000.

(2) The exemption of paragraph (1) shall apply, *mutatis mutandis*, to tax by Luxembourg upon the compensation for labor or personal services performed in Luxembourg during the taxable year by a resident of the United States.

(3) Compensation for labor or personal services (other than fees of directors of corporations) performed in the United States (whether or not put to use in Luxembourg) by a resident of the United States shall be exempt from tax by Luxembourg.

(4) The exemption of paragraph (3) shall apply, *mutatis mutandis*, to tax by the United States upon compensation for labor or personal services performed in Luxembourg.

#### ARTICLE XIII

(1) A resident of one of the Contracting States who, at the invitation of a university, college, school, or other recognized educational institution situated in the other Contracting State, is temporarily present in the other State solely for the purpose of teaching, or engaging in research, or both, at that educational institution shall, for a period not exceeding two years from the date of his arrival in the other State, be exempt from tax by the other State on his remuneration for such teaching or research.

(2) No exemption shall be granted under this Article with respect to any remuneration for research carried on for the benefit of any person other than the educational institution which extended the invitation referred to in paragraph (1).

#### ARTICLE XIV

(1) A resident of one of the Contracting States who is temporarily present in the other Contracting State solely—

- (a) as a student at a university, college, school, or other recognized educational institution situated in the other State, or
- (b) as a business apprentice for a period not exceeding one year, or
- (c) as the recipient of a grant, allowance, or award which is for the primary purpose of study or research from a religious, charitable, scientific, literary, or educational organization,

shall be exempt from tax by the other State with respect to his remuneration from abroad for employment or remittances from abroad for the purposes of his maintenance, education, or training.

(2) A resident of one of the Contracting States who is temporarily present in the other Contracting State for a period not exceeding one year, as an employee of, or under contract with, an enterprise of the former State or an organization of the former State referred to in paragraph (1)(c), solely to acquire technical, professional, or business experience from a person other than that enterprise or organization shall be exempt from tax by the other State with respect to his remuneration for that period (including remuneration, if any, from an employer abroad), in an amount not in excess of \$5,000 or its equivalent in Luxembourg currency.

(3) A resident of one of the Contracting States who is temporarily present in the other Contracting State for a period not exceeding one year solely for the purpose of training, research, or study, under arrangements with the Government of the other State, shall be exempt from tax by the other State with respect to his remuneration for serv-

ices directly related to such training, research, or study (including any remuneration from his employer abroad) in an amount not in excess of \$10,000 or its equivalent in Luxembourg currency.

(4) An individual who qualifies for exemption under more than one provision of the preceding paragraphs of this Article, or under one of the preceding paragraphs and Article XII or Article XIII, shall be entitled to claim the exemption most favorable to him.

#### **ARTICLE XV**

The present Convention shall not apply to the income of any holding company entitled to any special tax benefit under Luxembourg Law of July 31, 1929, and Decree Law of December 27, 1937, or under any similar law subsequently enacted, or to any income derived from such companies by any shareholder thereof. In the event that substantially similar benefits are granted to other corporations under any law enacted by Luxembourg after the date of signature of the present Convention, the provisions of the present Convention shall not apply to the income of any such corporation or to any income derived from such corporation by any shareholder thereof. The expression "substantially similar benefits" shall be deemed not to include tax reduction or exemption granted to any corporation in respect of dividends derived from another corporation, 25 percent or more of the stock of which is owned by the recipient corporation.

#### **ARTICLE XVI**

(1) It is agreed that double taxation of income shall be avoided in the following manner:

(a) The United States, in determining the income tax of individuals who are citizens or residents of the United States or of its corporations may, regardless of any other provision of the present Convention, include in the basis upon which such tax is imposed all items of income taxable under the revenue laws of the United States as if the present Convention had not come into effect. The United States shall, however, deduct from its tax so calculated the amount of the Luxembourg income taxes specified in paragraph (1)(b)(i) of Article I. Except as otherwise provided in the present Convention, the amount of Luxembourg tax thus to be deducted shall be determined in accordance with the revenue laws of the United States. It is agreed that by virtue of the provisions of subparagraph (b) of this paragraph Luxembourg satisfies the similar credit requirement prescribed by section 901(b)(3), Internal Revenue Code of 1954.

(b) Luxembourg, in determining the income taxes and the tax on fees of directors of corporations in the case of its residents or of corporations having their business management or seat in Luxembourg, may, regardless of any other provision of the present Convention, include in the basis upon which such taxes are imposed all items of income taxable under the tax laws of Luxembourg as if

the present Convention had not come into effect. Luxembourg shall, however, deduct from its taxes so calculated the amount of the income tax of the United States upon income from sources therein, but the amount so to be deducted shall not exceed that proportion of such taxes of Luxembourg which the income from sources within the United States and taxable by Luxembourg bears to the entire income subject to the taxes of Luxembourg.

(c) This paragraph shall not be construed to deny the benefits conferred by Articles XI(1) and XX(3) of the present Convention.

(2) Luxembourg, in determining the following taxes of its residents or of corporations having their business management or seat in Luxembourg, shall exclude from the basis upon which such taxes are imposed—

(a) in the case of the communal land tax, any real property situated in the United States;

(b) in the case of the communal tax on commercial profits and invested capital, the profits and capital of a permanent establishment situated in the United States; and

(c) in the case of the wealth tax,

(i) any real property situated in the United States and all accessories appertaining thereto,

(ii) all debts (other than bonds) secured by real property situated in the United States,

(iii) the invested capital of a permanent establishment situated in the United States and not appertaining to a maritime shipping or air transport undertaking, and

(iv) the invested capital of a maritime shipping or air transport undertaking, but only in that proportion which the income of such undertaking from sources within the United States bears to its entire income,

provided, however, that Luxembourg reserves the right, in the determination of the rate of its wealth tax, to take into account all items excluded from the tax base pursuant to this subparagraph.

(3) Luxembourg, in determining the wealth tax and the communal taxes on invested capital and lands of citizens, residents, or corporations of the United States, shall not tax the property of such persons consisting of—

(a) real property and all accessories appertaining thereto,

(b) debts secured by mortgages on real property, and

(c) any property used by commercial or industrial enterprises, including maritime shipping or air transport enterprises,

unless it is entitled under other provisions of the present Convention to tax the income derived from such property.

## ARTICLE XVII

For the purposes of the present Convention—

- (a) Industrial or commercial profits attributable to a permanent establishment which an enterprise of one of the Contracting States has in the other Contracting State shall be treated as income from sources within such other State.
- (b) Gains, profits, and income (other than profits described in subparagraph (a)) from the purchase and sale of personal property shall be treated as income from sources within the Contracting State in which the property is sold.
- (c) Gains, profits, and income derived by a taxpayer from the sale in one of the Contracting States of goods produced in the other Contracting State by such taxpayer shall, to the extent not otherwise allocable under other provisions of the present Convention, be treated as derived in part from the State in which produced and in part from the State in which sold.
- (d) Income which is exempt from tax by one of the Contracting States pursuant to Article V of the present Convention shall be treated as income from sources within the other Contracting State.
- (e) Income from real property, including gains derived from the sale or exchange of such property and interest on debts (other than bonds) secured by mortgages on real property, and royalties in respect of the operation of mines, quarries, or other natural resources shall be treated as income from sources within the Contracting State in which such real property, mines, quarries, or other natural resources are situated.
- (f) Royalties, rentals, and similar payments for the use, or for the privilege of using, in one of the Contracting States of copyrights, artistic or scientific works, patents, designs, plans, secret processes or formulae, trade-marks, motion picture films, films or tapes for radio or television broadcasting, or other like property or rights, or industrial, commercial, or scientific equipment, knowledge, experience, skill, or know-how shall be treated as income from sources within that State.
- (g) Interest (exclusive of interest on debts, other than bonds, secured by mortgages on real property) paid by one of the Contracting States, including any political subdivision thereof, or by a resident, corporation, or enterprise of one of the Contracting States shall be treated as income from sources within that State.
- (h) Dividends paid by a corporation of one of the Contracting States shall be treated as income from sources within that State.
- (i) Compensation for labor or personal services, including compensation or remuneration from the practice of the liberal professions or from public entertainment but not including fees described in subparagraph (j), shall be treated as income from sources within the Contracting State where the labor or personal services are performed.

(j) Directors' fees paid by a corporation of one of the Contracting States shall be treated as income from sources within that State.

#### ARTICLE XVIII

(1) The competent authorities of the Contracting States shall exchange such information, being information available under the respective taxation laws of the Contracting States, as is necessary for carrying out the provisions of the present Convention or for the prevention of fraud or the like in relation to the taxes which are the subject of the present Convention. Any information so exchanged shall be treated as secret and shall not be disclosed to any persons other than those concerned with the assessment and collection of the taxes which are the subject of the present Convention. No information shall be exchanged which would disclose any trade, business, industrial, or professional secret, or any trade process.

(2) Each of the Contracting States may collect such taxes imposed by the other Contracting State as though such taxes were the taxes of the former State as will ensure that any exemption or reduced rate of tax granted under the present Convention by the other State shall not be enjoyed by persons not entitled to such benefits.

(3) In no case shall the provisions of this Article be construed so as to impose upon either of the Contracting States the obligation to carry out administrative measures at variance with the regulations and practice of either Contracting State or which would be contrary to its sovereignty, security, or public policy or to supply particulars which are not procurable under its own legislation or that of the State making application.

#### ARTICLE XIX

(1) Where a taxpayer shows proof that the action of the tax authorities of the Contracting States has resulted, or will result, in double taxation contrary to the provisions of the present Convention, he shall be entitled to present his case to the State of which he is a citizen or a resident, or, if the taxpayer is a corporation of one of the Contracting States, to that State. Should the taxpayer's claim be deemed worthy of consideration, the competent authority of the State to which the claim is made shall endeavor to come to an agreement with the competent authority of the other State with a view to avoidance of the double taxation.

(2) For the settlement of difficulties or doubts in the interpretation or application of the present Convention or in respect of its relation to Conventions of the Contracting States with third States the competent authorities of the Contracting States shall endeavor to reach a mutual agreement as quickly as possible.

**ARTICLE XX**

(1) The provisions of the present Convention shall not be construed to restrict in any manner the right of diplomatic or consular officers to additional exemptions now enjoyed or which may hereafter be granted to such officers.

(2) The provisions of the present Convention shall not be construed to restrict in any manner any exclusion, exemption, deduction, credit, or other allowance now or hereafter accorded (a) by the laws of one of the Contracting States in the determination of the tax imposed by that State or (b) by any other agreement between the Contracting States.

(3) The citizens of one of the Contracting States shall not, while residents of the other Contracting State, be subject therein to other or more burdensome taxes than are the citizens of such other State who are residents of its territory. The term "citizens", as used in this Article, includes all juridical persons, partnerships, and associations created or organized under the laws in force in the respective Contracting States. In this Article the word "taxes" means taxes of every kind or description, whether national, State, communal, or municipal.

(4) The provisions of the law of Luxembourg granting a carry-over of losses to taxpayers domiciled therein shall apply with respect to the taxation of a permanent establishment, which is maintained in Luxembourg by a resident or corporation of the United States, under the same conditions and in the same manner as in the case of taxpayers who are domiciled in Luxembourg.

**ARTICLE XXI**

(1) The competent authorities of the two Contracting States may prescribe regulations necessary to carry into effect the present Convention within the respective States.

(2) The competent authorities of the two Contracting States may communicate with each other directly for the purpose of giving effect to the provisions of the present Convention.

**ARTICLE XXII**

(1) The present Convention shall be ratified and the instruments of ratification shall be exchanged at Luxembourg as soon as possible. It shall have effect for taxable years beginning on or after the first day of January of the calendar year in which such exchange takes place.

(2) The present Convention shall continue effective for a period of five years, beginning with the calendar year in which the exchange of the instruments of ratification takes place and indefinitely after that period, but may be terminated by either of the Contracting States at the end of the five-year period or at any time thereafter, provided that at least six months' prior notice of termination has been given; and, in

such event, the present Convention shall cease to be effective for taxable years beginning on or after the first day of January next following the expiration of the six-month period.

## CONVENTION ENTRE LES ETATS-UNIS D'AMERIQUE ET LE GRAND-DUCHE DE LUXEMBOURG CONCERNANT LES IMPOTS SUR LE REVENU ET LA FORTUNE

Le Président des Etats-Unis d'Amérique et Son Altesse Royale la Grande-Duchesse de Luxembourg, animés du désir de conclure une convention tendant à éviter la double imposition du revenu, à prévenir l'évasion fiscale et à promouvoir les échanges commerciaux et les investissements, ont nommé à cet effet pour leurs plénipotentiaires respectifs:

Le Président des Etats-Unis d'Amérique:

Dean Rusk, Secrétaire d'Etat des Etats-Unis d'Amérique, et

Son Altesse Royale la Grande-Duchesse de Luxembourg:

Georges Heisbourg, Ambassadeur Extraordinaire et Plénipotentiaire du Grand-Duché de Luxembourg à Washington,

lesquels, après s'être communiqué leurs pleins pouvoirs, reconnus en bonne et due forme, sont convenus des dispositions suivantes:

### ARTICLE I

(1) Les impôts qui font l'objet de la présente convention, sont:

a) en ce qui concerne les Etats-Unis:

l'impôt fédéral sur le revenu, y compris la surtaxe.

b) en ce qui concerne le Grand-Duché de Luxembourg:

(i) les impôts sur le revenu des personnes physiques et des collectivités, l'impôt sur les tantièmes des administrateurs de sociétés et l'impôt communal sur les bénéfices commerciaux, et

(ii) l'impôt sur la fortune, l'impôt communal sur le capital investi et l'impôt foncier.

(2) La présente convention s'appliquera également aux impôts de nature essentiellement similaire qui, ultérieurement, s'ajouteront aux impôts existants ou les remplaceront.

(3) Les autorités compétentes des Etats contractants se mettront réciprocement au courant de l'introduction de nouveaux impôts, des changements essentiels aux impôts en vigueur, visés par la présente convention, ou de la suppression de ces impôts.

## ARTICLE II

(1) Dans la présente convention et à moins que le contexte n'exige une autre interprétation :

a) le terme "Etats-Unis" désigne les Etats-Unis d'Amérique et, lorsqu'il est employé dans un sens géographique, les Etats et le District de Columbia;

b) le terme "Luxembourg", lorsqu'il est employé dans un sens géographique, signifie le Grand-Duché de Luxembourg;

c) le terme "entreprise de l'un des Etats contractants" désigne, suivant le cas, une entreprise des Etats-Unis ou une entreprise luxembourgeoise;

d) le terme "entreprise des Etats-Unis" désigne une entreprise ou exploitation industrielle ou commerciale soit d'un ressortissant (citizen) ou résident des Etats-Unis (que cette personne physique agisse à titre individuel ou en qualité de fiduciaire ou comme associé d'une société de personnes), soit d'une société des Etats-Unis; le terme "société des Etats-Unis" désigne une société ou autre entité créée ou organisée conformément à la législation des Etats-Unis ou d'un Etat ou Territoire des Etats-Unis;

e) le terme "entreprise luxembourgeoise" désigne une entreprise ou exploitation industrielle ou commerciale soit d'un résident du Luxembourg (que cette personne physique agisse à titre individuel ou comme associé d'une société de personnes), soit d'une société luxembourgeoise; le terme "société luxembourgeoise" désigne une personne morale ou une autre entité que la législation luxembourgeoise y assimile pour les besoins de l'imposition, à condition que pareille personne ou entité ait sa direction des affaires ou son siège au Luxembourg et ne soit pas une société des Etats-Unis;

f) (i) le terme "établissement stable" désigne une installation fixe d'affaires, où l'entreprise exerce tout ou partie de son activité.

(ii) Constituent notamment des établissements stables :

A) un siège de direction;

B) une succursale;

C) un bureau;

D) une usine;

E) un atelier;

F) une mine, une carrière ou un autre lieu d'exploitation de ressources naturelles et

G) un chantier de construction ou de montage dont la durée dépasse six mois;

(iii) on considère qu'il n'y a pas d'établissement stable, si :

A) il est fait usage d'installations aux seules fins de stockage, d'exposition ou de livraison de produits ou de marchandises appartenant à l'entreprise;

B) des produits ou marchandises appartenant à l'entreprise sont entreposés aux seules fins de stockage, d'exposition ou de livraison;

C) des produits ou marchandises appartenant à l'entreprise sont entreposés aux seules fins de transformation par une autre entreprise;

D) une installation fixe d'affaires est utilisée aux seules fins d'acheter des produits ou marchandises ou de réunir des informations pour l'entreprise;

E) une installation fixe d'affaires est utilisée aux seules fins de publicité, de fourniture d'informations, de recherches scientifiques ou d'activités similaires qui ont pour l'entreprise un caractère préparatoire ou auxiliaire.

(iv) Une personne agissant dans l'un des Etats contractants pour le compte d'une entreprise de l'autre Etat contractant, autre qu'un agent jouissant d'un statut indépendant, visé à la subdivision (v) ci-après, est considérée comme "établissement stable" dans le premier Etat, si elle dispose dans cet Etat de pouvoirs qu'elle y exerce habituellement et qui lui permettent de conclure des contrats au nom de l'entreprise, à moins que l'activité de cette personne ne soit limitée à l'achat de produits ou de marchandises pour l'entreprise.

(v) On ne considère pas qu'une entreprise de l'un des Etats contractants a un établissement stable dans l'autre Etat contractant du seul fait qu'elle effectue des opérations commerciales dans cet autre Etat par l'entremise d'un courtier, d'un commissionnaire général ou de tout autre intermédiaire jouissant d'un statut indépendant, à condition que ces personnes agissent dans le cadre ordinaire de leur activité.

(vi) Le fait qu'une société de l'un des Etats contractants contrôle ou est contrôlée par (A) une société de l'autre Etat contractant, ou (B) une société qui effectue des opérations commerciales dans cet autre Etat (que ce soit par l'intermédiaire d'un établissement stable ou non) ne suffit pas, en lui-même, à faire de l'une quelconque de ces sociétés un établissement stable de l'autre.

g) Le terme "autorité compétente" ou "autorités compétentes" signifie, en ce qui concerne les Etats-Unis, le "Secrétaire de la Trésorerie" ou son délégué et, en ce qui concerne le Luxembourg, le Ministre des Finances ou son délégué; et

h) les termes "résident de l'un des Etats contractants" et "résident de l'autre Etat contractant" signifient un résident des Etats-Unis ou un résident du Luxembourg, suivant les exigences du contexte. Une personne physique sera considérée comme résident du Luxembourg, lorsque, selon la législation de cet Etat, tant son revenu de sources indigènes que son revenu de sources étrangères sont passibles de l'impôt sur le revenu. Lorsqu'une personne

physique se trouve dans l'un des Etats contractants uniquement à l'une des fins spécifiées aux art. XIII et XIV de la présente convention, elle ne sera pas considérée comme résident de cet Etat du seul fait de sa présence aux dites fins sur le territoire de cet Etat.

(2) Pour l'application des dispositions de la présente convention par l'un des Etats contractants, tout terme non défini dans la présente convention aura, à moins que le contexte n'exige une autre interprétation, la signification que lui attribuent les lois de cet Etat contractant relatives aux impôts qui font l'objet de la présente convention.

(3) Pour l'application des dispositions des articles III, VII, VIII et IX, un résident ou une société de l'un des Etats contractants, ou une entreprise de l'un de ces Etats, sera considéré comme ayant un établissement stable dans l'autre Etat, s'il a un établissement stable dans cet Etat à n'importe quelle époque de l'année d'imposition au cours de laquelle le revenu est perçu.

### ARTICLE III

(1) Les bénéfices industriels ou commerciaux d'une entreprise de l'un des Etats contractants ne seront imposables que dans cet Etat, à moins que l'entreprise n'exerce une activité industrielle ou commerciale dans l'autre Etat contractant par l'intermédiaire d'un établissement stable qui y est situé. Si l'entreprise exerce une telle activité, l'impôt peut être perçu par l'autre Etat sur les bénéfices industriels ou commerciaux de l'entreprise, mais uniquement dans la mesure où ces bénéfices sont imputables audit établissement stable. Lors de l'application de la disposition qui précède au cas de l'impôt des Etats-Unis, tous les bénéfices industriels ou commerciaux de l'entreprise provenant de sources situées aux Etats-Unis sont à considérer comme étant imputables à l'établissement stable.

(2) Lorsqu'une entreprise de l'un des Etats contractants exerce une activité industrielle ou commerciale dans l'autre Etat contractant par l'intermédiaire d'un établissement stable y situé, il est imputé, dans chacun des deux Etats, à cet établissement stable, les bénéfices industriels ou commerciaux qu'il aurait pu réaliser, s'il avait constitué une entreprise distincte et séparée exerçant des activités identiques ou similaires dans des conditions identiques ou similaires et traitant d'une façon indépendante avec l'entreprise dont il constitue un établissement stable.

(3) Dans le calcul des bénéfices industriels ou commerciaux d'un établissement stable, sont admises en déduction les dépenses faites aux fins poursuivies par cet établissement stable, y compris les dépenses de direction et les frais généraux d'administration ainsi exposés, soit dans l'Etat où est situé l'établissement stable, soit ailleurs.

(4) Aucun bénéfice n'est imputé à un établissement stable du fait que cet établissement stable a simplement acheté des produits ou marchandises pour l'entreprise.

#### ARTICLE IV

Lorsque

a) une entreprise de l'un des Etats contractants participe directement ou indirectement à la direction, au contrôle ou au capital d'une entreprise de l'autre Etat contractant ou que

b) les mêmes personnes participent directement ou indirectement à la direction, au contrôle ou au capital d'une entreprise de l'un des Etats contractants et d'une entreprise de l'autre Etat contractant,

et que, dans l'un et l'autre cas, les deux entreprises sont, dans leurs relations commerciales ou financières, liées par des conditions acceptées ou imposées qui diffèrent de celles qui seraient conclues entre des entreprises indépendantes, les bénéfices qui, sans ces conditions, auraient été obtenus par l'une des entreprises, peuvent être inclus dans les bénéfices de cette entreprise et imposés en conséquence.

#### ARTICLE V

Les revenus qu'une entreprise de l'un des Etats contractants tire de l'exploitation de navires ou d'aéronefs immatriculés dans cet Etat, seront exemptés de l'impôt dans l'autre Etat.

#### ARTICLE VI

Les revenus provenant de biens immobiliers, y compris les gains provenant de la vente ou de l'échange de ces biens et les intérêts des créances hypothécaires (ne revêtant pas la forme d'obligations d'emprunt), ainsi que les redevances pour l'exploitation des mines, carrières ou autres ressources naturelles ne seront imposables, à moins que l'article XVI n'en dispose autrement, que dans l'Etat contractant dans lequel ces biens immobiliers, mines, carrières ou autres ressources naturelles sont situés; il est entendu qu'un résident ou une société de l'un des Etats contractants qui tire un pareil revenu de sources situées dans l'autre Etat contractant, pourra, pour chaque année d'imposition, choisir d'être, quant à ce revenu, assujetti à l'impôt de cet autre Etat Contractant sur la base du revenu net.

#### ARTICLE VII

Les redevances, loyers et payements similaires alloués pour l'usage ou le droit à l'usage

a) de droits d'auteur, d'oeuvres artistiques ou scientifiques, de brevets, de dessins, de plans, de procédés ou formules secrets, de marques de fabrique ou de commerce, de films cinématographiques, de films ou bandes pour émissions radiophoniques ou télévisées ou d'autres biens ou droits analogues, ou

b) d'équipements, de connaissances, d'expériences, de l'habileté ou du savoir-faire industriels, commerciaux ou scientifiques

et reçus par un résident ou une société de l'un des Etats contractants qui n'a pas d'établissement stable dans l'autre Etat contractant, seront exemptés d'impôt dans cet autre Etat.

### ARTICLE VIII

Les intérêts d'obligations, de bons de caisse, de certificats, de créances garanties ou de toute autre espèce de créance (à l'exclusion des intérêts de créances hypothécaires ne revêtant pas la forme d'obligations d'emprunt) touchés par un résident ou une société de l'un des Etats contractants, lorsque le bénéficiaire n'a pas d'établissement stable dans l'autre Etat contractant, seront exemptés d'impôt dans cet autre Etat.

### ARTICLE IX

(1) Les dividendes provenant de sources situées dans l'un des Etats contractants et touchés par un résident ou une société de l'autre Etat contractant sont, lorsque le bénéficiaire n'a pas d'établissement stable dans le premier Etat, imposés dans ce premier Etat

- a) à un taux égal à 50% du taux légal d'impôt qu'à défaut de cette disposition le premier Etat appliquerait à ces dividendes, ou
- b) à un taux de 5%, lorsque le bénéficiaire est une société et que,

(i) pendant la partie de l'exercice d'exploitation qui précède la date du paiement du dividende et pendant tout l'exercice d'exploitation précédent de la société distributrice, la société bénéficiaire possédait au moins 50% des titres de capital nantis du droit de vote de la société distributrice, soit à elle seule, soit ensemble avec au maximum trois autres sociétés de l'autre Etat, dont chacune détenait au moins 10% des dits titres et que,

(ii) pendant le dit exercice d'exploitation précédent, 25% au maximum du revenu brut de la société distributrice (sauf si l'activité principale de cette société consiste à allouer des prêts) provenaient d'intérêts et de dividendes autres que les intérêts ou dividendes touchés de ses sociétés filiales.

(2) Le terme "taux légal", tel qu'il est employé dans cet article, signifie, en ce qui concerne l'impôt des Etats-Unis, le taux d'imposition prévu à la section 871(a) ou à la section 881(a), "Internal Revenue Code" de 1954, telles que ces sections seront en vigueur au 1<sup>er</sup> janvier de l'année au cours de laquelle les instruments de ratification seront échangés, et, en ce qui concerne l'impôt luxembourgeois, le taux d'impôt prévu à l'article 4 de l'arrêté-loi du 7 août 1945, modifié par l'article 1<sup>er</sup> de la loi du 27 novembre 1952.

(3) Le terme "société filiale", tel qu'il est employé dans cet article, désigne toute société dont au moins 50% du pouvoir total de vote de toutes les catégories de titres du capital nantis du droit de vote ou de la valeur totale de toutes les catégories de titres du capital sont détenus par la société distributrice.

## ARTICLE X

(1) Les dividendes et intérêts payés par une société luxembourgeoise à une personne autre qu'un ressortissant (citizen), résident ou société des Etats-Unis seront exemptés d'impôt aux Etats-Unis.

(2) Les dividendes et intérêts payés par une société des Etats-Unis à une personne autre que (a) un résident du Luxembourg ou (b) une société ayant sa direction des affaires ou son siège au Luxembourg seront exemptés d'impôt au Luxembourg.

## ARTICLE XI

(1) a) Les salaires, traitements et rémunérations similaires, ainsi que les pensions, rentes ou avantages similaires payés par le Luxembourg, ses subdivisions politiques ou ses institutions obligatoires de sécurité sociale à une personne physique (autre qu'un ressortissant (citizen) des Etats-Unis ou qu'une personne admise à résider de façon permanente aux Etats-Unis) en raison de services rendus, dans l'accomplissement de fonctions publiques, à l'Etat luxembourgeois ou à l'une de ses subdivisions politiques seront exemptés d'impôt aux Etats-Unis.

b) Les salaires, traitements et rémunérations similaires, ainsi que les pensions, rentes ou autres avantages similaires payés par les Etats-Unis ou leurs subdivisions politiques ou par des fonds publics des Etats-Unis ou de leurs subdivisions politiques à une personne physique (autre qu'un ressortissant luxembourgeois) en raison de services rendus, dans l'accomplissement de fonctions publiques, aux Etats-Unis ou à l'une de leurs subdivisions politiques seront exemptés d'impôt au Luxembourg.

(2) Les pensions privées et rentes viagères privées, provenant de sources situées dans l'un des Etats contractants et payées à des personnes physiques qui sont des résidents de l'autre Etat contractant, seront exemptées d'impôt dans le premier Etat.

(3) L'expression "rentes viagères", telle qu'elle est employée à l'alinéa (2), désigne une somme déterminée payable périodiquement à des époques déterminées pendant la vie d'une personne ou pendant un nombre déterminé d'années, en exécution d'une obligation de faire ces payements en échange d'une prestation appropriée et plainement équivalente.

## ARTICLE XII

(1) La rémunération du travail ou des services personnels (à l'exception des tantièmes des administrateurs de sociétés) accomplis aux Etats-Unis au cours d'une année d'imposition par un résident du Luxembourg sera exemptée d'impôt aux Etats-Unis, lorsque celui-ci y séjourne temporairement pendant une ou plusieurs périodes n'excédant pas au total 180 jours au cours de l'année d'imposition et que:

a) ou bien la rémunération est touchée pour un travail ou des services personnels accomplis en tant qu'employé d'un résident ou d'une société luxembourgeoise, ou d'un établissement stable situé au Luxembourg et appartenant à une entreprise des Etats-Unis, la charge de cette rémunération étant supportée par le résident, la société ou l'établissement en cause;

b) ou bien la rémunération ne dépasse pas 3.000 dollars.

(2) L'exemption prévue à l'alinéa (1) s'appliquera *mutatis mutandis* à l' impôt luxembourgeois sur la rémunération du travail ou de services personnels qu'un résident des Etats-Unis accomplit au Luxembourg au cours d'une année d'imposition.

(3) La rémunération du travail ou des services personnels (à l'exception des tantièmes des administrateurs de sociétés) accomplis aux Etats-Unis (qu'ils soient mis en valeur au Luxembourg ou non) par un résident des Etats-Unis, sera exemptée d'impôt au Luxembourg.

(4) L'exemption prévue à l'alinéa (3) s'appliquera *mutatis mutandis* à l'impôt des Etats-Unis sur la rémunération du travail ou des services personnels accomplis au Luxembourg.

### ARTICLE XIII

(1) Tout résident de l'un des Etats contractants qui, à l'invitation d'une université, d'un lycée ou d'une école, ou de tout autre établissement d'enseignement reconnu et situé dans l'autre Etat contractant, séjourne temporairement dans cet autre Etat uniquement aux fins d'enseigner ou de poursuivre des recherches, ou d'exercer ces deux activités dans cet établissement d'enseignement, sera, pour une période n'excédant pas deux années à partir de la date de son arrivée dans l'autre Etat, exempté d'impôt dans cet autre Etat sur la rémunération allouée pour l'enseignement ou la recherche.

(2) Aucune exemption ne sera, en vertu de cet article, accordée à l'endroit des rémunérations qui sont allouées pour des recherches effectuées au profit d'une personne autre que l'établissement d'enseignement dont émane l'invitation visée à l'alinéa (1).

### ARTICLE XIV

(1) Tout résident de l'un des Etats contractants qui séjourne temporairement dans l'autre Etat contractant uniquement

a) comme étudiant à une université, à un lycée, à une école ou à un autre établissement d'enseignement reconnu, situés dans l'autre Etat, ou

b) comme stagiaire, pour une période ne dépassant pas une année, ou

c) comme bénéficiaire d'une bourse, d'une allocation ou d'un prix destinés principalement à couvrir les frais d'études ou de recherches et provenant d'une organisation religieuse, caritative, scientifique, littéraire ou éducative,

sera exempté d'impôt dans l'autre Etat, en ce qui concerne les rémunérations reçues de l'étranger pour son emploi ou les allocations reçues de l'étranger pour son entretien, son éducation ou sa formation.

(2) Tout résident de l'un des Etats contractants qui, comme employé d'une entreprise de ce premier Etat ou d'une organisation de ce premier Etat visée à l'alinéa (1) c) ou en vertu d'un contrat avec pareille entreprise ou organisation, séjourne temporairement dans l'autre Etat contractant pour une durée n'excédant pas un an, uniquement en vue d'acquérir une expérience technique, professionnelle ou commerciale d'une personne autre que cette entreprise ou organisation, sera exempté d'impôt dans l'autre Etat sur sa rémunération pendant cette période (y compris, le cas échéant, une rémunération de la part d'un employeur étranger), à concurrence d'un montant n'excédant pas 5.000 dollars ou de sa contre-valeur en monnaie luxembourgeoise.

(3) Tout résident de l'un des Etats contractants qui, aux seules fins de sa formation, de recherches ou d'études et en vertu d'un arrangement conclu avec le Gouvernement de l'autre Etat, séjourne temporairement dans l'autre Etat contractant pour une période ne dépassant pas une année, sera exempté d'impôt dans l'autre Etat sur la rémunération des services qui sont en rapport direct avec sa formation, ses recherches ou ses études (y compris toute rémunération touchée de son employeur étranger), à concurrence d'un montant n'excédant pas 10.000 dollars ou de sa contre-valeur en monnaie luxembourgeoise.

(4) Toute personne physique qui a droit à une exemption d'impôt d'après plus d'une disposition des alinéas précédents du présent article ou d'après l'un de ces alinéas précédents et l'article XII ou l'article XIII, sera en droit de demander l'exemption la plus favorable.

#### ARTICLE XV

La présente convention n'est applicable ni au revenu des sociétés holding jouissant d'avantages fiscaux particuliers en vertu de la loi luxembourgeoise du 31 juillet 1929 et de l'arrêté-loi du 27 décembre 1937 ou de toute autre loi similaire ultérieure ni au revenu que les associés tirent de pareilles sociétés. Au cas où des avantages essentiellement similaires seront accordés à d'autres sociétés par une loi entrant en vigueur au Luxembourg après la date de la signature de la présente convention, les dispositions de la présente convention ne seront applicables ni au revenu de pareilles sociétés ni aux revenus que les associés tirent de pareilles sociétés. L'expression "avantages essentiellement similaires" est à considérer comme ne comprenant pas la réduction ou l'exemption d'impôt qui serait accordée à une société en ce qui concerne les dividendes provenant d'une autre société dont 25% ou plus des titres du capital appartiennent à la société bénéficiaire des dividendes.

## ARTICLE XVI

(1) Il est entendu que la double imposition des revenus sera évitée de la manière suivante:

a) Les Etats-Unis, en déterminant l'impôt sur le revenu tant des personnes physiques qui sont ressortissants (citizens) ou résidents des Etats-Unis, que de ses sociétés, pourront, nonobstant toute autre disposition de la présente convention, comprendre dans la base de cet impôt toutes les catégories de revenu imposables en vertu de la législation fiscale des Etats-Unis, comme si la présente convention n'existe pas. Les Etats-Unis déduiront toutefois du montant de l'impôt ainsi calculé le montant des impôts luxembourgeois sur le revenu spécifiés aux alinéas (1) b) (i) de l'article 1<sup>er</sup>. A moins que la présente convention n'en dispose autrement, le montant de l'impôt luxembourgeois à déduire sera déterminé conformément aux lois fiscales des Etats-Unis. Il est entendu qu'en raison des dispositions de la subdivision b) de cet alinéa, le Luxembourg satisfait à la condition d'un crédit d'impôt similaire, exigée par la section 901 (b) (3), "Internal Revenue Code" de 1954.

b) Le Luxembourg, en déterminant les impôts sur le revenu et l'impôt sur les tantièmes des administrateurs de sociétés de ses résidents ou des sociétés ayant leur direction des affaires ou leur siège au Luxembourg, pourra, nonobstant toute autre disposition de la présente convention, comprendre dans la base de ses impôts toutes les catégories de revenu imposables en vertu des lois fiscales luxembourgeoises, comme si la présente convention n'existe pas. Le Luxembourg déduira toutefois des impôts ainsi déterminés le montant de l'impôt sur le revenu des Etats-Unis sur les revenus provenant de sources y situées, sans que toutefois le montant à déduire puisse dépasser la fraction des impôts luxembourgeois qui correspond au rapport qui existe entre le revenu provenant de sources situées aux Etats-Unis et imposable au Luxembourg, d'une part, et le revenu total passible des impôts luxembourgeois, d'autre part.

c) Le présent alinéa ne pourra être interprété comme refusant les avantages accordés par les articles XI (1) et XX (3) de la présente convention.

(2) Le Luxembourg, en établissant les impôts ci-après énumérés de ses résidents ou des sociétés ayant leur direction d'affaires ou leur siège au Luxembourg, exceptera de la base servant au calcul de ses impôts:

- a) en ce qui concerne l'impôt foncier, toute propriété immobilière située aux Etats-Unis;
- b) en ce qui concerne l'impôt communal sur les bénéfices commerciaux et sur le capital investi, les bénéfices et le capital d'un établissement stable situé aux Etats-Unis; et
- c) en ce qui concerne l'impôt sur la fortune;

- (i) toute propriété immobilière située aux Etats-Unis, ainsi que tous les accessoires qui s'y rattachent,
- (ii) toutes les créances (à l'exception des obligations d'emprunt) garanties par des propriétés immobilières situées aux Etats-Unis,
- (iii) le capital investi dans un établissement stable situé aux Etats-Unis et n'appartenant pas à une entreprise de navigation maritime ou de transport aérien, et
- (iv) le capital investi dans une entreprise de navigation maritime ou de transport aérien, mais seulement pour la fraction qui correspond au rapport existant entre le revenu qu'une telle entreprise tire de sources situées aux Etats-Unis, et son revenu total,

le Luxembourg se réservant toutefois le droit de prendre en considération, pour la détermination du taux de son impôt sur la fortune, tous les éléments exclus de la base de l'impôt conformément à la présente subdivision.

(3) Le Luxembourg, en établissant l'impôt sur la fortune, l'impôt communal sur le capital investi et l'impôt foncier des ressortissants (citizens), résidents ou sociétés des Etats-Unis, n'imposera pas les éléments de fortune de ces personnes, consistant en

- a) propriétés immobilières, y compris tous les accessoires,
- b) créances hypothécaires et
- c) biens utilisés par des entreprises commerciales ou industrielles, y compris les entreprises de navigation maritime ou de transport aérien,

sauf s'il est en droit, en vertu d'autres dispositions de la présente convention, d'imposer le revenu tiré de ces éléments de fortune.

## ARTICLE XVII

Pour les besoins de la présente convention :

- a) Les bénéfices industriels ou commerciaux imputables à un établissement stable qu'une entreprise d'un des Etats contractants possède dans l'autre Etat contractant, seront traités comme revenus de sources situées dans cet autre Etat.
- b) Les profits, bénéfices et revenus (autres que les bénéfices mentionnés à la subdivision a)) résultant de l'achat et de la vente de propriétés mobilières seront traités comme revenus de sources situées dans l'Etat contractant dans lequel les propriétés sont vendues.
- c) Les profits, bénéfices et revenus qu'un contribuable tire de la vente dans l'un des Etats contractants de marchandises qu'il a produites dans l'autre Etat contractant, seront traités comme provenant en partie de l'Etat dans lequel elles ont été produites, et en partie de l'Etat dans lequel elles ont été vendues, à moins que d'autres dispositions de la présente convention ne prévoient une attribution différente.

d) Les revenus exemptés d'impôt par l'un des Etats contractants conformément à l'art. V de la présente convention seront traités comme revenus provenant de sources situées dans l'autre Etat contractant.

e) Les revenus de propriétés immobilières, y compris les gains réalisés à l'occasion de la vente ou de l'échange de ces propriétés et les intérêts de créances hypothécaires (ne revêtant pas la forme d'obligations d'emprunt), et les redevances pour l'exploitation de mines, carrières ou autres ressources naturelles seront traités comme revenus provenant de sources situées dans l'Etat contractant où ces propriétés immobilières, mines, carrières ou ces autres ressources naturelles sont situées.

f) Les redevances, loyers et paiements similaires pour l'usage ou pour le droit à l'usage dans l'un des Etats contractants, soit de droits d'auteur, d'oeuvres artistiques ou scientifiques, de brevets, de dessins, de plans, de procédés ou formules secrets, de marques de fabrique ou de commerce, de films cinématographiques, de films ou bandes pour émissions radiophoniques ou télévisées, ou d'autres biens ou droits analogues, soit d'équipements, de connaissances, d'expériences, de l'habileté ou du savoir-faire industriels, commerciaux ou scientifiques seront traités comme revenus provenant de sources situées dans cet Etat.

g) Les intérêts (excepté les intérêts de créances hypothécaires ne revêtant pas la forme d'obligations d'emprunt), payés soit par l'un des Etats contractants, y compris ses subdivisions politiques, soit par un résident, une société ou une entreprise de l'un des Etats contractants, seront traités comme revenus provenant de sources situées dans cet Etat contractant.

h) Les dividendes payés par une société de l'un des Etats contractants seront traités comme revenus provenant de sources situées dans cet Etat.

i) Les rémunérations du travail ou de services personnels, y compris les indemnités ou rémunérations pour l'exercice d'une profession libérale ou artistique, mais à l'exclusion des tantièmes visés à la subdivision j), seront traités comme revenus provenant de sources situées dans l'Etat contractant où les travaux et services personnels sont accomplis.

j) Les tantièmes payés par une société de l'un des Etats contractants seront traités comme revenus provenant de sources situées dans cet Etat.

#### ARTICLE XVIII

(1) Les autorités compétentes des Etats contractants échangeront les informations susceptibles d'être obtenues suivant les lois fiscales respectives des Etats contractants et nécessaires soit pour appliquer les dispositions de la présente convention, soit pour éviter les fraudes

fiscales ou des manoeuvres analogues dans le domaine des impôts qui font l'objet de la présente convention. Les informations échangées seront traitées comme secrètes et ne pourront être révélées à des personnes autres que celles qui sont chargées de l'établissement et du recouvrement des impôts qui forment l'objet de la présente convention. Ne pourront être échangées des informations qui révéleraient un secret commercial, industriel ou professionnel ou un procédé de fabrication.

(2) Chacun des Etats contractants recouvrera, comme s'il s'agissait de ses propres impôts, les impôts qui seront établis par l'autre Etat contractant et dont le recouvrement est nécessaire pour que le bénéfice des exemptions ou taux réduits d'impôt octroyés en vertu de la présente convention par l'autre Etat ne soit obtenu par des personnes qui n'y ont pas droit.

(3) En aucun cas, les dispositions du présent article ne pourront être interprétées de façon à imposer à l'un ou l'autre des Etats contractants l'obligation soit d'appliquer des mesures administratives non conformes aux règlements ou aux usages de l'un ou de l'autre des Etats contractants ou qui seraient contraires à sa souveraineté, à sa sécurité ou à son ordre public, soit de fournir des renseignements qui ne peuvent être obtenus ni en vertu de sa propre législation ni en vertu de la législation de l'Etat requérant.

#### ARTICLE XIX

(1) Tout contribuable qui prouve que les mesures des autorités fiscales des Etats contractants ont entraîné ou vont entraîner une double imposition contraire aux dispositions de la présente convention, sera en droit de soumettre son cas à l'Etat dont il est ressortissant ou résident, ou, lorsque le contribuable est une société de l'un des Etats contractants, à cet Etat. Si la réclamation du contribuable est jugée digne d'être prise en considération, l'autorité compétente de l'Etat auquel la réclamation a été adressée s'efforcera de s'entendre avec l'autorité compétente de l'autre Etat en vue d'éviter la double imposition.

(2) En vue de régler les difficultés ou d'écartier des doutes en ce qui concerne l'interprétation ou l'application de la présente convention ou en ce qui concerne son rapport avec des conventions que les Etats contractants ont conclues avec des Etats tiers, les autorités compétentes des Etats contractants s'efforceront d'arriver à un accord mutuel le plus tôt possible.

#### ARTICLE XX

(1) Les dispositions de la présente convention ne pourront être interprétées de façon à restreindre, de quelque manière que ce soit, le droit des agents diplomatiques ou consulaires à des exemptions supplémentaires dont ils bénéficient actuellement ou qui pourraient leur être octroyées à l'avenir.

(2) Les dispositions de la présente convention ne pourront être interprétées de façon à restreindre, de quelque manière que ce soit, les franchises, exemptions, déductions, crédits ou autres avantages, actuels ou futurs, accordés a) par les lois de l'un des Etats contractants dans le domaine de l'impôt de cet Etat ou b) par tout autre accord entre les Etats contractants.

(3) Les ressortissants de l'un des Etats contractants ne pourront être soumis, lorsqu'ils sont des résidents de l'autre Etat contractant, à des impôts autres ou plus onéreux que ceux qui sont demandés aux ressortissants de cet autre Etat, résidant sur son territoire. Le terme "ressortissants", tel qu'il est employé au présent article, comprend également toutes les personnes juridiques, sociétés de personnes et associations créées ou organisées conformément à la législation en vigueur dans les Etats contractants respectifs. Au sens du présent article, le terme "impôts" signifie les impôts de toute espèce ou désignation, qu'il s'agisse d'impôts nationaux, d'impôts d'Etat, d'impôts communaux ou d'impôts municipaux.

(4) Les dispositions de la loi luxembourgeoise qui autorisent le report de pertes dans le chef des contribuables domiciliés au Luxembourg, seront applicables, en cas d'imposition d'un établissement stable exploité au Luxembourg par un résident ou une société des Etats-Unis, aux mêmes conditions et de la même façon qu'elles le sont à l'endroit de contribuables domiciliés au Luxembourg.

#### ARTICLE XXI

(1) Les autorités compétentes des deux Etats contractants pourront prendre les mesures nécessaires à l'exécution, dans les Etats respectifs, de la présente convention.

(2) Les autorités compétentes des deux Etats contractants pourront communiquer directement entre elles en vue de l'application des dispositions de la présente convention.

#### ARTICLE XXII

(1) La présente convention sera ratifiée et les instruments de ratification seront échangés à Luxembourg le plus tôt possible. Elle vaudra pour les années d'imposition commençant le premier janvier ou après le premier janvier de l'année civile au cours de laquelle l'échange aura lieu.

(2) La présente convention restera en vigueur pendant une période de cinq ans, à partir de l'année civile au cours de laquelle l'échange des instruments de ratification aura lieu, et indéfiniment après cette période; elle pourra toutefois être dénoncée par l'un ou l'autre des Etats contractants à la fin de la période de cinq ans ou ultérieurement, à condition qu'un préavis d'au moins six mois soit donné. Dans ce cas, la présente convention cessera ses effets pour les années d'imposi-

tion commençant le premier janvier ou après le premier janvier qui suit l'expiration de la période de six mois.

DONE in duplicate, in the English and French languages, at Washington, the two texts having equal authenticity, this 18th day of December, 1962.

FAIT en double exemplaire, en langues anglaise et française, à Washington, les deux textes faisant également foi, le 18 décembre 1962.

FOR THE PRESIDENT OF THE UNITED STATES OF AMERICA:  
POUR LE PRESIDENT DES ETATS-UNIS D'AMERIQUE:

DEAN RUSK

FOR HER ROYAL HIGHNESS THE GRAND DUCHESS OF LUXEMBOURG:  
POUR S. A. R. LA GRANDE-DUCHESSE DE LUXEMBOURG:

G. HEISBOURG

WHEREAS the Senate of the United States of America, by their resolution of July 29, 1964, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid convention;

WHEREAS the aforesaid convention was duly ratified by the President of the United States of America on August 5, 1964, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the Grand Duchy of Luxembourg;

WHEREAS it is provided in Article XXII of the aforesaid convention that instruments of ratification shall be exchanged at Luxembourg and that the said convention shall have effect for taxable years beginning on or after the first day of January of the calendar year in which such exchange takes place;

AND WHEREAS the respective instruments of ratification of the aforesaid convention were duly exchanged at Luxembourg on December 22, 1964 by the respective Plenipotentiaries of the United States of America and the Grand Duchy of Luxembourg;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the aforesaid convention of December 18, 1962 to the end that the said convention and each and every article and clause thereof may 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.

TIAS 5726

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this thirtieth day of December in the year of our Lord one thousand nine hundred sixty-four  
[SEAL] and of the Independence of the United States of America the one hundred eighty-ninth.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

# MAURITANIA

## Guaranty of Private Investments

*Agreement effected by exchange of notes  
Signed at Nouakchott May 4 and July 3, 1964;  
Entered into force July 3, 1964.*

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

No. 55

NOUAKCHOTT, May 4, 1964

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representative of our two Governments relating to investments in the Islamic Republic of Mauritania which further the development of the economic resources and productive capacities of the Islamic Republic of Mauritania and to guaranties of such investments by the Government of the United States of America. I also have the honor to confirm the following understandings reached as a result of those conversations:

1. The Government of the United States of America and the Government of the Islamic Republic of Mauritania shall, upon the request of either Government, consult concerning investments in the Islamic Republic of Mauritania which the Government of the United States of America may guarantee.
2. The Government of the United States of America shall not guarantee an investment in the Islamic Republic of Mauritania unless the Government of the Islamic Republic of Mauritania approves the activity to which the investment relates and recognizes that the Government of the United States of America may guarantee such investment.
3. If an investor transfers to the Government of the United States of America pursuant to an investment guaranty, (a) lawful currency, including credits thereof, of the Islamic Republic of Mauritania, (b) any claims or rights which the investor has or may have arising from the business activities of the investor in the Islamic Republic of Mauritania or from the events entitling the investor to payment under the investment guaranty, or (c) all or part of the interest of the investor in any property (real or personal, tangible or intangible)

within the Islamic Republic of Mauritania, the Government of the Islamic Republic of Mauritania shall recognize such transfer as valid and effective.

4. Lawful currency of the Islamic Republic of Mauritania, including credits thereof, which is acquired by the Government of the United States of America pursuant to a transfer of currency or from the sale of property transferred under an investment guaranty shall be accorded treatment by the Government of the Islamic Republic of Mauritania with respect to exchange, repatriation or use thereof, not less favorable than that accorded to funds of nationals of the United States of America derived from activities similar to those in which the investor had been engaged, and such currency may in any event be used by the Government of the United States of America for any of its expenditures in the Islamic Republic of Mauritania.

5. Any dispute regarding the interpretation or application of the provisions of this Agreement or any claim against the Government of the Islamic Republic of Mauritania to which the Government of the United States of America may succeed as transferee or which may arise from the events causing payment under an investment guaranty shall, upon the request of either Government, be the subject of negotiations between the two Governments and shall be settled, insofar as possible, in such negotiations. If, within a period of three months after a request for negotiation, the two Governments are unable to settle any such dispute or claim by agreement, the dispute or claim shall be referred upon the initiative of either Government, to a sole arbitrator, selected by mutual agreement, for final and binding determination in light of the applicable principles of international law. If the two Governments are unable to select an arbitrator within a period of three months after indication by either Government of its desire to arbitrate, the President of the International Court of Justice shall, at the request of either Government, designate the arbitrator.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Islamic Republic of Mauritania, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

WILLIAM L. EAGLETON, JR.

His Excellency

SIDI MOHAMED DEYINE

*Minister of Foreign Affairs*

*Nouakchott, Mauritania*

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

**RÉPUBLIQUE ISLAMIQUE DE MAURITANIE**  
 جمهورية الإسلامية الموريتانية

**MINISTÈRE**  
 DES  
**AFFAIRES ÉTRANGÈRES**  
 وزارة الخارجية،  
**LE MINISTRE**  
 الوزير

Nº 1184/MAE

NOUAKCHOTT, le 3 Juil 1964

**MONSIEUR LE CHARGÉ D'AFFAIRES,**

Par lettre n° 55 du 4 Mai 1964, vous avez bien voulu me faire connaître ce qui suit :

“J'ai l'honneur de me référer aux conversations qui ont eu lieu récemment entre les représentants de nos deux gouvernements au sujet des investissements en République Islamique de Mauritanie qui accélèrent le développement des ressources économiques et de la capacité de production de la République Islamique de Mauritanie et au sujet de l'émission de garanties de ces investissements par le Gouvernement des Etats-Unis d'Amérique. J'ai également l'honneur de confirmer les arrangements suivants qui sont le résultat de ces conversations :

- 1 – Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Islamique de Mauritanie se consulteront, à la requête de l'un ou de l'autre d'entre eux, au sujet d'investissements en République Islamique de Mauritanie à l'égard desquels des garanties pourraient être données par le Gouvernement des Etats-Unis d'Amérique.
- 2 – Le Gouvernement des Etats-Unis d'Amérique ne garantira aucun investissement en République Islamique de Mauritanie à moins que le Gouvernement de la République Islamique de Mauritanie n'approuve l'activité sur laquelle porte cet investissement et ne reconnaîsse au Gouvernement des Etats-Unis d'Amérique le droit de garantir un tel investissement.
- 3 – Si une personne ayant effectué un investissement transfère au Gouvernement des Etats-Unis d'Amérique, en vertu d'une garantie de cet investissement, (a) des montants en devises légales, y compris les crédits en devises légales de la République Islamique de Mauritanie, (b) toutes réclamations ou droits existants ou pouvant survenir du fait de ses activités en République Islamique de Mauritanie ou du fait de circonstances l'habilitant à recevoir un paiement au titre de la garantie d'investissement, ou (c) le tout ou une partie de l'intérêt de la personne ayant effectué un investissement dans une propriété (immobilière ou mobilière, tangible ou intangible) située en République Islamique de Mauritanie, le Gouvernement de la République Islamique de

Mauritanie reconnaîtra ce transfert comme une opération valable et réelle.

4 – Les devises légales de la République Islamique de Mauritanie, y compris les crédits en devises légales, acquis par le Gouvernement des Etats-Unis d'Amérique en vertu d'un transfert de devises ou d'une vente de propriété transférée au titre d'une garantie d'investissement, recevront de la part du Gouvernement de la République Islamique de Mauritanie en ce qui concerne leur échange, leur rapatriement ou leur utilisation, un traitement qui ne sera pas moins favorable que celui accordé à des fonds appartenant à des ressortissants des Etats-Unis d'Amérique qui proviennent d'activités semblables à celles de la personne ayant effectué des investissements, et ces devises pourront en tout cas être utilisées par le Gouvernement des Etats-Unis d'Amérique pour toutes dépenses en République Islamique de Mauritanie.

5 – Tout litige concernant l'interprétation ou l'application des dispositions du présent Accord, ou toute réclamation contre le Gouvernement de la République Islamique de Mauritanie à laquelle le Gouvernement des Etats-Unis d'Amérique peut succéder en sa qualité de bénéficiaire d'un transfert, ou en conséquence d'un paiement au titre d'une garantie d'investissement, seront l'object de négociations entre les deux gouvernements, à la demande de l'un ou de l'autre d'entre eux, et seront réglés dans toute la mesure du possible par ces négociations. Si, après un délai de trois mois après une demande de négociation, les deux Gouvernements ne parviennent pas à régler un tel litige ou une telle réclamation par un accord, le litige ou la réclamation seront renvoyés, sur l'initiative de l'un ou de l'autre des Gouvernements, à un arbitre unique, choisi d'un commun accord, pour une décision définitive et obligatoire en fonction des principes de droit international applicables. Si les deux Gouvernements ne parviennent pas à choisir un arbitre dans un délai de trois mois après que l'un ou l'autre des Gouvernements ait manifesté son désir d'avoir recours à l'arbitrage le Président de la Cour Internationale de Justice nommera l'arbitre, à la requête de l'un ou de l'autre Gouvernement".

J'ai l'honneur de porter à votre connaissance que les dispositions qui précèdent ont reçu l'agrément du gouvernement de la République Islamique de Mauritanie.

Je vous précise d'autre part que le Gouvernement Mauritanien considèrera, comme le Gouvernement des Etats-Unis d'Amérique, que votre lettre n° 55 du 4 Mai 1964 et la présente lettre constituent un accord à ce sujet entre nos deux Gouvernements, ledit accord entrant en vigueur à la date de ce jour.

Je vous prie d'agréer, Monsieur le Chargé d'Affaires, les assurances de ma très haute considération.



Monsieur WILLIAM L. EAGLETON Jr  
*Chargé d'Affaires des Etats-Unis*  
*d'Amérique*  
*Nouakchott*

*Translation*

ISLAMIC REPUBLIC OF MAURITANIA

MINISTRY  
OF  
FOREIGN AFFAIRS  
THE MINISTER

No. 1184/MAE

NOUAKCHOTT, July 3, 1964

MR. CHARGÉ D'AFFAIRES:

By note No. 55 of May 4, 1964, you were good enough to inform me as follows:

[For the English language text of the note see *ante*, p. 2385.]

I have the honor to inform you that the foregoing provisions are acceptable to the Government of the Islamic Republic of Mauritania.

I wish to state, furthermore, that the Mauritanian Government will consider, as does the Government of the United States of America, that your note No. 55 of May 4, 1964, and this note constitute an agreement between our two Governments on this subject, the said agreement to enter into force on today's date.

Accept, Mr. Chargé d'Affaires, the assurance of my very high consideration.

[SEAL]

SIDI MOHAMED DEYINE

Sidi Mohamed Deyine

Mr. WILLIAM L. EAGLETON, Jr.,  
*Chargé d'Affaires of the United States of America,*  
*Nouakchott.*

# CHINA

## Combined Military Exercises, 1965

*Agreement effected by exchange of letters  
Signed at Taipei December 10 and 19, 1964;  
Entered into force December 19, 1964.*

*The American Ambassador to the Chinese Minister of Foreign Affairs*

AMERICAN EMBASSY,  
TAIPEI, TAIWAN,  
*December 10, 1964.*

DEAR MR. MINISTER:

Combined US-Chinese military exercises to be held in Taiwan during 1965 are now being scheduled by the Taiwan Defense Command and the Ministry of National Defense. In connection with these exercises, it is requested that the Government of the Republic of China extend to the participating United States forces, their members, naval vessels, aircraft, and equipment, to the extent applicable, the same rights, privileges, assistance, immunities, and exemptions as are extended to the Military Assistance Advisory Group, or its members, Republic of China, under the Military Assistance Agreement between the United States and China, concluded by exchange of notes of January 30, 1951 and February 9, 1951,[<sup>1</sup>] as amended by the Mutual Defense Assistance Agreement, concluded by exchange of notes of October 23, 1952 and November 1, 1952.[<sup>2</sup>]

In amplification of the above it is also requested that it be understood between our two Governments that each Government agrees to waive all claims against the other Government for damages to any property owned by it and used by its land, sea or air armed forces if such damage:

- (a) was caused by a member or an employee of the armed forces of the other Government in the execution of his official duties; or

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<sup>1</sup> TIAS 2293; 2 UST 1499.

<sup>2</sup> TIAS 2712; 3 UST (pt. 4) 5166.

(b) arose from the use of any vehicle, vessel or aircraft owned by the other Government and used by its armed forces, provided either that the vehicle, vessel or aircraft causing the damage was being used for official purposes, or that the damage was caused to property being so used.

Claims for maritime salvage by one Government against the other Government shall be waived, provided that the vessel or cargo salvaged was owned by one of the Governments and being used by its armed forces for official purposes.

Sincerely yours,

JERAULD WRIGHT  
*Ambassador*

His Excellency

SHEŃ CHANG-HUAN,  
*Minister of Foreign Affairs  
of the Republic of China,  
Taipei, Taiwan.*

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*The Chinese Acting Minister of Foreign Affairs to the American Ambassador*

MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

021162

DECEMBER 19, 1964

DEAR MR. AMBASSADOR:

Reference is made to your letter of December 10, 1964 addressed to Minister Shen concerning Sino-American combined military exercises to be held in Taiwan during 1965 now being scheduled by the US Taiwan Defense Command and the Ministry of National Defense.

In reply, I wish to signify on behalf of the Government of the Republic of China its concurrence in your request that the same rights, privileges, assistance, immunities, and exemptions extended to the United States Government for the official use of the Military Assistance Advisory Group, Republic of China, or its members, under the Military Assistance Agreement between the United States and China, concluded by exchange of notes of January 30, 1951 and February 9, 1951, as clarified and confirmed by the MAAG Agreement, concluded by exchange of notes of October 23, 1952 and November 1, 1952, will be extended to the United States forces, their members, naval vessels, aircraft, and equipment, participating in the combined military exercises under reference.

I wish also to concur in the understanding that each Government agrees to waive all claims against the other Government for damages

to any property owned by it and used by its land, sea or air armed forces if such damage:

- (a) was caused by a member or an employee of the armed forces of the other Government in the execution of his official duties; or
- (b) arose from the use of any vehicle, vessel or aircraft owned by the other Government and used by its armed forces, provided either that the vehicle, vessel or aircraft causing the damage was being used for official purposes, or that the damage was caused to property being so used.

Claims for maritime salvage by one Government against the other Government shall be waived, provided that the vessel or cargo salvaged was owned by one of the Governments and being used by its armed forces for official purposes.

Sincerely yours,

CHU FU SUNG

Chu Fu-sung

*Acting Minister of Foreign Affairs*

His Excellency JERAULD WRIGHT,  
*Ambassador of the United States of America,*  
*Taipei.*

# INDIA

## Agricultural Commodities

*Agreement amending the agreement of September 30, 1964.*

*Effectuated by exchange of notes*

*Signed at New Delhi December 31, 1964;*

*Entered into force December 31, 1964.*

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*The American Ambassador to the Indian Additional Secretary*

NEW DELHI, December 31, 1964.

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of India dated September 30, 1964 [<sup>1</sup>] and to propose that it be amended as follows:

1. Article I, Paragraph 1, change the commodity table to read as follows:

<u>Commodity</u>	<u>Export Market Value</u>
	(\$ Million)
Wheat/Wheat Flour	\$274.5
Rice	42.2
Vegetable Oil	18.9
Inedible Tallow	9.9
Corn	7.7
Ocean Transportation (estimated)	73.5
Total	\$426.7

2. Article II, Paragraph A, delete "(r)" and insert "(t)" and add at the end of the paragraph "Not more than the rupee equivalent of two (2) million dollars will be used for the purposes of sub-sections (s) and (t)."

3. Article II, sub-Paragraph B (4) will not require the Government of the United States of America to make loans with funds accruing under this amendment at interest rates of less than the cost of funds to the United States Treasury on comparable maturities.

4. The United States note of September 30, 1964:

- a. In numbered Paragraph (1) (a) add "(iv) at least 7,000 metric tons of tallow".

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<sup>1</sup> TIAS 5669; *ante*, p. 1941.

- b. In numbered Paragraph (3) replace "\$7.966 million" with "\$8.524 million" and replace "\$1.5 million" with "\$1.675 million".

It is proposed that this note and your reply concurring therein shall constitute an agreement between the two Governments on this to enter into force on the date of your note in reply.

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

CHESTER BOWLES

His Excellency

P. GOVINDAN NAIR,  
*Additional Secretary,*  
*Department of Economic Affairs,*  
*Ministry of Finance,*  
*Government of India,*  
*New Delhi.*

*The Indian Additional Secretary to the American Ambassador*

GOVERNMENT OF INDIA  
MINISTRY OF FINANCE  
DEPARTMENT OF ECONOMIC AFFAIRS,

Additional Secretary

NEW DELHI, 31st December 1964.

EXCELLENCY,

I have received your note dated the 31st December, 1964 reading as follows:

"I have the honour to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of India dated September 30, 1964 and to propose that it be amended as follows:

1. Article I, Paragraph 1, change the commodity table to read as follows:

Commodity	Export Market Value (\$ million)
What/Wheat Flour	\$ 274.5
Rice	42.2
Vegetable Oil	18.9
Inedible Tallow	9.9
Corn	7.7
Ocean Transportation (estimated)	73.5
Total	\$ 426.7

2. Article II, Paragraph A, delete "(r)" and insert "(t)" and add at the end of the paragraph "Not more than the rupee equivalent or two (2) million dollars will be used for the purposes of subsections (s) and (t)."

3. Article II, sub-Paragraph B(4) will not require the Government of the United States of America to make loans with funds accruing under this amendment at interest rates of less than the cost of funds to the United States Treasury on comparable maturities.

4. The United States note of September 30, 1964:

- a. In numbered Paragraph (1)(a) add "(iv) at least 7,000 metric tons of tallow".
- b. In numbered Paragraph (3) replace "\$7.966 million" with "\$8.524 million" and replace "\$1.5 million" with "\$1.675 million".

It is proposed that this note and your reply concurring therein shall constitute an agreement between the two Governments on this to enter into force on the date of your note in reply.

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

I have the honour to inform you that the foregoing amendments are acceptable to the Government of India. I agree that your note together with this reply shall constitute an agreement between our two Governments effective on the date of this reply.

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

P. GOVINDAN NAIR

(P. Govindan Nair)

*Additional Secretary to the Govt. of India.*

His Excellency

CHESTER BOWLES

*Ambassador of the United States  
of America, New Delhi.*

# REPUBLIC OF KOREA

## Agricultural Commodities

*Agreement signed at Seoul December 31, 1964;  
Entered into force December 31, 1964.  
With exchange of notes.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF KOREA UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Republic of Korea :

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Korean won of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Korean won accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Republic of Korea pursuant to Title I of the Agricultural Trade Development and Assistance Act, [<sup>1</sup>] as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

#### ARTICLE I

##### SALES FOR KOREAN WON

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of Korea

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance during calendar year 1965 the sales for Korean won, to purchasers authorized by the Government of the Republic of Korea, of the following agricultural commodities in the amounts indicated:

<u>Commodity</u>	<u>Export Market Value (million)</u>
Wheat	\$13. 56
Cotton	27. 57
Ocean transportation (estimated)	3. 87
 Total	 \$45. 00

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Korean won accruing from such sales, and other relevant matters.

3. The financing, sale and delivery of commodities under this agreement will be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

## ARTICLE II

### USES OF KOREAN WON

The Korean won accruing to the Government of the United States of America as a consequence of sales made pursuant to this agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown:

A. For United States expenditures under subsections (a), (b), (d), (f), and (h) through (t) of Section 104 of the Act, or under any of such subsections, 19 percent of the Korean won accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in Korea incident thereto, 1 percent of the Korean won accruing pursuant to this agreement. It is understood that:

(i) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Korea for business development and trade expansion in Korea and to United States and Korean firms for the establishment of facilities for aiding in the utilization and distribution of United States agricultural products or for otherwise increasing the consumption of and markets for such products.

(ii) Loans will be mutually agreeable to AID and the Government of the Republic of Korea, acting through the Economic Planning Board. The Minister of the Economic Planning Board, or his designate, will act for the Government of the Republic of Korea, and the Administrator of AID, or his designate, will act for AID.

(iii) Upon receipt of an application which AID is prepared to consider, AID will inform the Economic Planning Board of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(iv) When AID is prepared to act favorably upon an application, it will so notify the Economic Planning Board and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Korea on comparable loans, provided such rates are not lower than the cost of funds to the United States Treasury on comparable maturities, and the maturities will be consistent with the purposes of the financing.

(v) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Economic Planning Board will indicate to AID whether or not the Economic Planning Board has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Economic Planning Board, it shall be understood that the Economic Planning Board has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Economic Planning Board.

(vi) In the event the Korean won set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Government of the Republic of Korea, the Government of the United States of America may use the Korean won for any purpose authorized by Section 104 of the Act.

C. For grant to the Government of the Republic of Korea under subsection (c) of Section 104 of the Act, 80 percent of the Korean won accruing pursuant to this agreement. In the event that agreement is not reached on uses of Korean won for grant under subsection (c) of Section 104 of the Act within three years from the date of this agree-

ment, the Government of the United States of America may use the Korean won for any purpose authorized by Section 104 of the Act.

### ARTICLE III

#### DEPOSIT OF KOREAN WON

1. The amount of Korean won to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Korean won as follows:

- (a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Republic of Korea, or,
- (b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the Republic of Korea and the Government of the United States of America.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Korean won which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total Korean won accruing to the Government of the United States of America under this agreement.

### ARTICLE IV

#### GENERAL UNDERTAKINGS

1. The Government of the Republic of Korea will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized (except where

such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of Korea will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and exports of the same or like commodities.

ARTICLE V  
CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this agreement, or to the operation of arrangements carried out pursuant to this agreement.

ARTICLE VI  
ENTRY INTO FORCE

This agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Seoul, in duplicate, this 31st day of December 1964,

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

WINTHROP G. BROWN

Winthrop G. Brown  
*American Ambassador*

FOR THE GOVERNMENT OF THE  
REPUBLIC OF KOREA

K Y CHANG

Chang Key Young  
*Deputy Premier and Minister,  
Economic Planning Board*

*The American Ambassador to the Korean Deputy Minister*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

No. 768

SEOUL, December 31, 1964

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that deliveries under the Agreement should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of the Republic of Korea agrees that, in addition to the cotton to be purchased under the terms of this agreement, it will procure and import in calendar year 1965 with its own resources from the United States of America the equivalent weight of the raw cotton of total cotton textiles exported during the period that cotton under this agreement is being imported and utilized. The Government of the Republic of Korea agrees that it will purchase with its own resources from the United States of America a quantity of wheat and/or barley equivalent to any exports of rice from Korea while wheat is being imported and utilized under this agreement.

(2) With regard to paragraph 4 of Article IV of the agreement, the Government of the Republic of Korea agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped. In addition, the Government of the Republic of Korea agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished and to assure that the program has not resulted in increased availability of the same or like commodities to other nations and (b) a statement by the Government showing progress made toward fulfilling commitments on usual marketings. The Government of the Republic of Korea further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

(3) The Government of the Republic of Korea will provide upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of won: for purposes of Section 104(a) of the Act, \$900,000, or two percent of the won accruing under the agreement, whichever is

greater, to finance agricultural market development activities in other countries; and for purposes of Section 104(h) of the act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, [¹] up to \$450,000 worth of won to finance educational and cultural exchange programs and activities in other countries.

(4) The Government of the United States of America may utilize Korean won in the Republic of Korea to pay for travel which is part of a trip in which the traveler travels from, to or through the Republic of Korea. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that travel for which Korean won may be utilized shall not be limited to services provided by the Republic of Korea's transportation facilities.

I shall appreciate your Excellency's confirmation of the above understanding.

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

W G B

His Excellency

CHANG KEY YOUNG,

*Deputy Premier and*

*Minister, Economic Planning Board,*

*Seoul.*

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*The Korean Deputy Minister to the American Ambassador*

ECONOMIC PLANNING BOARD  
REPUBLIC OF KOREA  
SEOUL, KOREA

SEOUL, December 31, 1964

EXCELLENCY:

I have the honor to refer to your Excellency's Note No. 768 of today's date which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments and to inform you of my Government's understanding of the following:

(1) In expressing its Agreement with the Government of the United States of America that deliveries under the Agreement should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of the Repub-

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<sup>1</sup> 75 Stat. 527; 22 U.S.C. § 2451 note.

lic of Korea agrees that, in addition to the cotton to be purchased under the terms of this agreement, it will procure and import in calendar year 1965 with its own resources from the United States of America the equivalent weight of the raw cotton of total cotton textiles exported during the period that cotton under this agreement is being imported and utilized. The Government of the Republic of Korea agrees that it will purchase with its own resources from the United States of America a quantity of wheat and/or barley equivalent to any exports of rice from Korea while wheat is being imported and utilized under this agreement.

(2) With regard to paragraph 4 of Article IV of the agreement, the Government of the Republic of Korea agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped. In addition, the Government of the Republic of Korea agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transhipment of commodities furnished and to assure that the program has not resulted in increased availability of the same or like commodities to other nations and (b) a statement by the Government showing progress made toward fulfilling commitments on usual marketings. The Government of the Republic of Korea further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

(3) The Government of the Republic of Korea will provide upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of won: for purposes of Section 104(a) of the Act, \$900,000, or two percent of the won accruing under the agreement, whichever is greater, to finance agricultural market development activities in other countries; and for purposes of Section 104(h) of the act, and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, up to \$450,000 worth of won to finance educational and cultural exchange programs and activities in other countries.

(4) The Government of the United States of America may utilize Korean won in the Republic of Korea to pay for travel which is part of a trip in which the traveler travels from, to or through the Republic of Korea. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that travel for which Korean won may be utilized

shall not be limited to services provided by the Republic of Korea's transportation facilities.

I shall appreciate your Excellency's confirmation of the above understanding.

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

I have the honor to inform you that my Government concurs in the foregoing.

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

K Y CHANG

Chang Key Young  
*Deputy Premier*  
*and*  
*Minister, Economic Planning Board*

His Excellency,

WINTHROP G. BROWN,

*Ambassador of the United States,*  
*Seoul.*

UNITED NATIONS EDUCATIONAL, SCIENTIFIC  
AND CULTURAL ORGANIZATION

**Cultural Relations: Preservation of Temples of Abu Simbel  
from Inundation from Aswan High Dam**

*Agreement effected by exchange of notes  
Signed at Paris October 7 and 16, 1964;  
Entered into force October 16, 1964.*

*The United States Permanent Representative, UNESCO, to the  
Director-General, UNESCO*

OCTOBER 7, 1964

DEAR MR. DIRECTOR-GENERAL,

I have the honor to inform you that the Government of the United States hereby grants to the United Nations Educational, Scientific and Cultural Organization (UNESCO) the equivalent of twelve million United States dollars in currency of the United Arab Republic, to be deposited in the International Trust Fund of the Campaign to Save the Monuments of Nubia and to be used by UNESCO to help pay for the direct cost of dismantling the temples of Abu Simbel and removing them to a higher site. The funds are made available for the purpose of preserving the temples from inundation as a result of the construction of the Aswan High Dam.

The Government of the United States desires that the grant be upon the following conditions:

1. The funds shall not be used—
  - a. To remove or preserve any temple other than the two temples of Abu Simbel;
  - b. To remove the temples of Abu Simbel unless there are sufficient funds available to insure that their removal and preservation can be completed;
  - c. To finance UNESCO's administrative, promotional, or publicity costs, including, but not limited to, personnel salaries, staff travel and subsistence, office equipment and supplies, and publishing and distribution costs.
2. In the event that any of the funds are used in contravention of the prohibitions set forth in paragraph (1.) above, UNESCO shall,

upon request of the Government of the United States, pay to that Government a sum equivalent to the amount so used.

3. In the event that the funds, or any portion thereof, are no longer needed for the purposes for which made available, or that such purposes can no longer be effectively carried out, UNESCO shall pay such funds or portion thereof to the Government of the United States of America. UNESCO shall also pay to the Government of the United States its proportionate share of all refunds, rebates, and credits which occur after completion of the work for which the funds have been furnished.

4. UNESCO shall furnish to the Government of the United States—

a. Six months after the effective date of this agreement and every six months thereafter, an interim technical report describing the work accomplished and an interim fiscal report accounting for the expenditure of the funds;

b. Upon completion of the work for which the funds have been granted, a final and comprehensive technical and fiscal report.

Initial disbursement is to be in the amount of the equivalent of approximately six million United States dollars in currency of the United Arab Republic to meet costs to be incurred through calendar year 1965. The remaining six million dollars equivalent will be disbursed in accordance with requirements established by the Executive Committee for the International Campaign to Save the Monuments of Nubia.

I have the honor to propose that, if these conditions are acceptable to UNESCO, this note and UNESCO's reply concurring therein shall constitute an agreement between the Government of the United States and UNESCO.

Accept, Sir, the renewed assurance of my highest consideration.

ROBERT H. B. WADE

MR. RENÉ MAHEU,  
*Director-General,*  
UNESCO.

*The Director-General, UNESCO, to the United States Permanent Representative, UNESCO*

## U N E S C O

Télégraphe UNESCO-PARIS. Telex 27602 PARIS

Tél.: SUFfren 86-00; SUFfren 98-70; SOLferino 99-48

ORGANISATION DES NATIONS UNIES POUR L'ÉDUCATION, LA SCIENCE ET LA  
CULTURE

UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION  
PLACE DE FONTENOY, PARIS - 7<sup>e</sup>

In your reply, please refer to :  
DG/4/2328

16 OCTOBER 1964

DEAR MR. WADE,

I have the pleasure to refer to your note dated 7 October 1964 which confirms your announcement to the Executive Board on the morning of the same day, and which reads as follows:

"I have the honor to inform you that the Government of the United States hereby grants to the United Nations Educational, Scientific and Cultural Organization (UNESCO) the equivalent of twelve million United States dollars in currency of the United Arab Republic, to be deposited in the International Trust Fund of the Campaign to Save the Monuments of Nubia and to be used by UNESCO to help pay for the direct cost of dismantling the temples of Abu Simbel and removing them to a higher site. The funds are made available for the purpose of preserving the temples from inundation as a result of the construction of the Aswan High Dam.

"The Government of the United States desires that the grant be upon the following conditions:

1. The funds shall not be used—
  - a. To remove or preserve any temple other than the two temples of Abu Simbel;
  - b. To remove the temples of Abu Simbel unless there are sufficient funds available to insure that their removal and preservation can be completed;
  - c. To finance UNESCO's administrative, promotional, or publicity costs, including, but not limited to, personnel salaries, staff travel and subsistence, office equipment and supplies, and publishing and distribution costs.
2. In the event that any of the funds are used in contravention of the prohibitions set forth in paragraph (1.) above, UNESCO shall, upon request of the Government of the United States, pay to that Government a sum equivalent to the amount so used.
3. In the event that the funds, or any portion thereof, are no longer needed for the purposes for which made available, or that such purposes can no longer be effectively carried out, UNESCO shall

pay such funds or portion thereof to the Government of the United States of America. UNESCO shall also pay to the Government of the United States its proportionate share of all refunds, rebates, and credits which occur after completion of the work for which the funds have been furnished.

4. UNESCO shall furnish to the Government of the United States—

- a. Six months after the effective date of this agreement and every six months thereafter, an interim technical report describing the work accomplished and an interim fiscal report accounting for the expenditure of the funds;
- b. Upon completion of the work for which the funds have been granted, a final and comprehensive technical and fiscal report.

"Initial disbursement is to be in the amount of the equivalent of approximately six million United States dollars in currency of the United Arab Republic to meet costs to be incurred through calendar year 1965. The remaining six million dollars equivalent will be disbursed in accordance with requirements established by the Executive Committee for the International Campaign to Save the Monuments of Nubia.

"I have the honor to propose that, if these conditions are acceptable to UNESCO, this note and UNESCO's reply concurring therein shall constitute an agreement between the Government of the United States and UNESCO."

Having conferred, on 15 October 1964, with the Executive Committee of the International Campaign to Save the Monuments of Nubia, I am now in a position to confirm my acceptance as of 7 October, of the terms and conditions of the grant made in your note of 7 October. Your note and this reply shall be regarded as constituting an agreement between the United States of America and Unesco on this subject.

It is with great satisfaction and gratitude that I welcome the generous action hereby taken by your Government in further support of the International Campaign to Save the Monuments of Nubia, and I should like the deep appreciation of Unesco for such support to be conveyed to the Government of the United States of America.

Yours sincerely,

RENÉ MAHEU  
René Maheu  
*Director-General*

Dr. ROBERT H.B. WADE,  
*Minister,*  
*United States Permanent*  
*Representative to Unesco,*  
*Unesco House - Third Building*

# MULTILATERAL

## General Agreement on Tariffs and Trade

*Procès-Verbal extending the declaration of November 13, 1962,  
on the provisional accession of the United Arab Republic to  
the General Agreement.*

*Done at Geneva October 30, 1964;*

*Entered into force with respect to the United States of America  
December 18, 1964.*

THE CONTRACTING PARTIES TO THE  
GENERAL AGREEMENT ON TARIFFS AND TRADELES PARTIES CONTRACTANTES A L'ACCORD GENERAL  
SUR LES TARIFS DOUANIERS ET LE COMMERCEPROCES-VERBAL EXTENDING THE DECLARATION  
ON THE PROVISIONAL ACCESSION OF THE UNITED ARAB REPUBLIC  
TO THE GENERAL AGREEMENT ON TARIFFS AND TRADEPROCES-VERBAL PROROGÉANT LA VALIDITÉ DE LA DECLARATION  
CONCERNANT L'ACCESSION PROVISOIRE DE LA REPUBLIQUE ARABE UNIE  
A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE30 October 1964  
Geneva

PROCES-VERBAL EXTENDING THE DECLARATION ON THE PROVISIONAL  
ACCESSION OF THE UNITED ARAB REPUBLIC TO THE  
GENERAL AGREEMENT ON TARIFFS AND TRADE

The parties to the Declaration of 13 November 1962 on the Provisional Accession of the United Arab Republic to the General Agreement on Tariffs and Trade [¹] (hereinafter referred to as "the Declaration" and "the General Agreement", respectively),

ACTING pursuant to paragraph 4 of the Declaration,

AGREE that:

1. The period of validity of the Declaration is extended for two years by changing the date in paragraph 4 to "31 December 1966".
2. This Procès-Verbal shall be deposited with the Executive Secretary of the CONTRACTING PARTIES to the General Agreement. It shall be open for acceptance, by signature or otherwise, by the United Arab Republic and by the participating governments to the Declaration. It shall become effective between the Government of the United Arab Republic and any participating government as soon as it shall have been accepted by the Government of the United Arab Republic and such government. [²]
3. The Executive Secretary shall furnish a certified copy of this Procès-Verbal and a notification of each acceptance thereof to the Government of the United Arab Republic, to each contracting party to the General Agreement, to each government which has acceded provisionally thereto and to each government which enters into negotiations for accession.

DONE at Geneva this thirtieth day of October one thousand nine hundred and sixty-four, in a single copy in the English and French languages, both texts being authentic.

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<sup>1</sup> TIAS 5309; 14 UST 292.

<sup>2</sup> Accepted by the Government of the United Arab Republic Nov. 19, 1964, and by the Government of the United States of America Dec. 18, 1964. Entered into force with respect to the United States of America Dec. 18, 1964.

PROCES-VERBAL PROROGANT LA VALIDITE DE LA DECLARATION  
CONCERNANT L'ACCESSION PROVISOIRE DE LA REPUBLIQUE ARABE UNIE  
A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

Les parties à la Déclaration du 13 novembre 1962 concernant l'accésion provisoire de la République arabe unie 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 4 de la Déclaration,

SONT CONVENUES de ce qui suit:

1. La validité de la Déclaration est prorogée pour une période de deux ans, par modification de la date mentionnée au paragraphe 4 qui est reportée au 31 décembre 1966.
2. Le présent procès-verbal sera déposé auprès du Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général. Il sera ouvert à l'acceptation, par signature ou autrement, de la République arabe unie et des gouvernements participant à la Déclaration. Il entrera en vigueur entre le gouvernement de la République arabe unie et tout gouvernement participant dès que le gouvernement de la République arabe unie et ledit gouvernement participant l'auront accepté.
3. Le Secrétaire exécutif transmettra au gouvernement de la République arabe unie, à chaque partie contractante à l'Accord général, à chaque gouvernement qui a accédé provisoirement audit Accord et à chaque gouvernement qui engagerait des négociations d'accésion, une copie certifiée conforme du présent procès-verbal et une notification de chaque acceptation dudit procès-verbal.

FAIT à Genève, le trente octobre mil neuf cent soixante-quatre, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi.

<i>For the Argentine Republic:</i>	<i>Pour la République d'Argentine:</i>
<i>For the Commonwealth of Australia:</i>	<i>Pour le Commonwealth d'Australie:</i>
<i>For the Republic of Austria:</i>	<i>Pour la République d'Autriche:</i>
<i>For the Kingdom of Belgium:</i>	<i>Pour le Royaume de Belgique:</i>
<i>For the United States of Brazil:</i>	<i>Pour les Etats-Unis du Brésil:</i>
<i>For the Union of Burma:</i>	<i>Pour l'Union birmane:</i>
<i>For the Federal Republic of Cameroon:</i>	<i>Pour la République fédérale du Cameroun:</i>
<i>For Canada:</i>	<i>Pour le Canada:</i>
<i>For the Central African Republic:</i>	<i>Pour la République centrafricaine:</i>
<i>For Ceylon:</i>	<i>Pour Ceylan:</i>
<i>For the Republic of Chad:</i>	<i>Pour la République du Tchad:</i>
<i>For the Republic of Chile:</i>	<i>Pour la République du Chili:</i>
<i>For the Republic of the Congo (Brazzaville):</i>	<i>Pour la République du Congo (Brazzaville):</i>
<i>For the Republic of Cuba:</i>	<i>Pour la République de Cuba:</i>
<i>For the Republic of Cyprus:</i>	<i>Pour la République de Chypre:</i>
<i>For the Czechoslovak Socialist Republic:</i>	<i>Pour la République socialiste tchécoslovaque:</i>
<i>For the Republic of Dahomey:</i>	<i>Pour la République du Dahomey:</i>
<i>For the Kingdom of Denmark:</i>	<i>Pour le Royaume de Danemark:</i>
<i>For the Dominican Republic:</i>	<i>Pour la République dominicaine:</i>
<i>For the Republic of Finland:</i>	<i>Pour la République de Finlande:</i>
<i>For the French Republic:</i>	<i>Pour la République française:</i>
<i>For the Republic of Gabon:</i>	<i>Pour la République gabonaise:</i>
<i>For the Federal Republic of Germany:</i>	<i>Pour la République fédérale d'Allemagne:</i>

*For Ghana:*

*Pour le Ghana:*

*For the Kingdom of Greece:*

*Pour le Royaume de Grèce:*

*For the Republic of Haiti:*

*Pour la République d'Haïti:*

*For Iceland:*

*Pour l'Islande:*

*For India:*

*Pour l'Inde:*

*For the Republic of Indonesia:*

*Pour la République d'Indonésie:*

*For Israel:*

*Pour Israël:*

*For the Republic of Italy:*

*Pour la République d'Italie:*

*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 Kenya:*

*Pour le Kenya:*

*For the State of Kuwait:*

*Pour l'Etat de Koweït:*

*For the Grand-Duchy of Luxembourg:*

*Pour le Grand-Duché de Luxembourg:*

*For the Republic of Madagascar:*

*Pour la République malgache:*

*For Malawi*

*Pour le Malawi:*

*For Malaysia:*

*Pour la Malaysia:*

*For the Islamic Republic  
of Mauritania:*

*Pour la République islamique  
de Mauritanie:*

*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 de Nicaragua:*

*For the Republic of the Niger:*

*Pour la République du Niger:*

*For the Federal Republic  
of Nigeria:*

*Pour la République fédérale  
de Nigéria:*

*For the Kingdom of Norway:*

*Pour le Royaume de Norvège:*

*For Pakistan:*

*Pour le Pakistan:*

*For Peru:*

*Pour le Pérou:*

*For the Portuguese Republic:*

*Pour la République du Portugal:*

*For the Republic of Senegal:*

*Pour la République du Sénégal:*

*For Sierra Leone:*

*Pour le Sierra Leone:*

*For South Africa:*

*Pour l'Afrique du Sud:*

*For Rhodesia:*

*Pour la Rhodésie:*

*For Spain:*

*Pour l'Espagne:*

*For the Kingdom of Sweden:*

*Pour le Royaume de Suède:*

*For the Swiss Confederation:*

*Pour la Confédération suisse:*

*For the United Republic of Tanganyika and Zanzibar:*

*Pour la République-Unie du Tanganyika et de Zanzibar:*

*For the Republic of Togo:*

*Pour la République du Togo:*

*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 de Turquie:*

*For Uganda:*

*Pour 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 Etats-Unis d'Amérique:*

*For the Republic of Upper Volta:*

*Pour la République de Haute-Volta:*

*For the Republic of Uruguay:*

*Pour la République d'Uruguay:*

*For the Socialist Federal Republic  
of Yugoslavia:*

*Pour la République socialiste fédérative  
de Yougoslavie:*

*For the United Arab Republic:*

*Pour la République arabe unie:*

I hereby certify that the foregoing text is a true copy of the Procès-Verbal Extending the Declaration on the Provisional Accession of the United Arab Republic to the General Agreement on Tariffs and Trade, done at Geneva on 30 October 1964, the original of which is deposited with the Executive Secretary of the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Procès-verbal portant prorogation de la Déclaration concernant l'accession provisoire de la République arabe unie à l'Accord général sur les tarifs douaniers et le commerce, établi à Genève le 30 octobre 1964, dont le texte original est déposé auprès du Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

*E. Wyndham White*

E. WYNDHAM WHITE

*Executive Secretary*  
Geneva

*Secrétaire exécutif*  
Genève

# **MULTILATERAL**

## **General Agreement on Tariffs and Trade**

*Procès-Verbal extending the declaration of November 18, 1960,  
as extended, on the provisional accession of Argentina to  
the General Agreement.*

**Done at Geneva October 30, 1964;**

**Entered into force with respect to the United States of America  
December 18, 1964.**

THE CONTRACTING PARTIES TO THE  
GENERAL AGREEMENT ON TARIFFS AND TRADE

LES PARTIES CONTRACTANTES A L'ACCORD GENERAL  
SUR LES TARIFS DOUANIERS ET LE COMMERCE

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SECOND PROCES-VERBAL  
EXTENDING THE DECLARATION  
ON THE PROVISIONAL ACCESSION OF ARGENTINA TO THE GENERAL  
AGREEMENT ON TARIFFS AND TRADE

DEUXIEME PROCES-VERBAL  
PORTANT PROROGATION DE LA DECLARATION CONCERNANT  
L'ACCESION PROVISOIRE DE L'ARGENTINE A L'ACCORD GENERAL

30 October 1964  
Geneva

SECOND PROCÈS-VERBAL EXTENDING THE DECLARATION ON THE  
PROVISIONAL ACCESSION OF ARGENTINA TO THE  
GENERAL AGREEMENT ON TARIFFS AND TRADE

The parties to the Declaration of 18 November 1960 on the Provisional Accession of Argentina to the General Agreement on Tariffs and Trade [¹] (hereinafter referred to as "the Declaration" and "the General Agreement", respectively),

ACTING pursuant to paragraph 4 of the Declaration,

AGREE that:

1. The period of validity of the Declaration is extended for a further two years by changing the date in paragraph 4 to "31 December 1966".
2. This Procès-Verbal shall be deposited with the Executive Secretary of the CONTRACTING PARTIES to the General Agreement. It shall be open for acceptance, by signature or otherwise, by Argentina and by the participating governments to the Declaration. It shall become effective between the Government of Argentina and any participating government as soon as it shall have been accepted by the Government of Argentina and such government.[²]
3. The Executive Secretary shall furnish a certified copy of this Procès-Verbal and a notification of each acceptance thereof to the Government of Argentina, to each contracting party to the General Agreement, to each government which has acceded provisionally thereto and to each government which enters into negotiations for accession.

DONE at Geneva this thirtieth day of October one thousand nine hundred and sixty-four, in a single copy in the English and French languages, both texts being authentic.

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<sup>¹</sup> TIAS 5184; 13 UST 2190.

<sup>²</sup> Accepted by Argentina Nov. 17, 1964, and by the United States of America Dec. 18, 1964. Entered into force with respect to the United States of America Dec. 18, 1964.

DEUXIEME PROCES-VERBAL PROROGEANT LA VALIDITE DE LA DECLARATION  
CONCERNANT L'ACCESSION PROVISOIRE DE L'ARGENTINE A  
L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

Les parties à la Déclaration du 18 novembre 1960 concernant l'accession provisoire de l'Argentine 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 4 de la Déclaration,

SONT CONVENUES de ce qui suit:

1. La validité de la Déclaration est prorogée pour une nouvelle période de deux ans, par modification de la date mentionnée au paragraphe 4 qui est reportée au 31 décembre 1966.
2. Le présent procès-verbal sera déposé auprès du Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général. Il sera ouvert à l'acceptation, par signature ou autrement, de l'Argentine et des gouvernements participant à la Déclaration. Il entrera en vigueur entre le gouvernement de l'Argentine et tout gouvernement participant dès que le gouvernement de l'Argentine et iledit gouvernement participant l'auront accepté.
3. Le Secrétaire exécutif transmettra au gouvernement de l'Argentine, à chaque partie contractante à l'Accord général, à chaque gouvernement qui a accédé provisoirement audit Accord et à chaque gouvernement qui engagerait des négociations d'accession, une copie certifiée conforme du présent procès-verbal et une notification de chaque acceptation dudit procès-verbal.

FAIT à Genève, le trente octobre mil neuf cent soixante-quatre, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi.

<i>For the Commonwealth of Australia:</i>	<i>Pour le Commonwealth d'Australie:</i>
<i>For the Republic of Austria:</i>	<i>Pour la République d'Autriche:</i>
<i>For the Kingdom of Belgium:</i>	<i>Pour le Royaume de Belgique:</i>
<i>For the United States of Brazil:</i>	<i>Pour les Etats-Unis du Brésil:</i>
<i>For the Union of Burma:</i>	<i>Pour l'Union birmane:</i>
<i>For the Federal Republic of Cameroon:</i>	<i>Pour la République fédérale du Cameroun:</i>
<i>For Canada:</i>	<i>Pour le Canada:</i>
<i>For the Central African Republic:</i>	<i>Pour la République centrafricaine:</i>
<i>For Ceylon:</i>	<i>Pour Ceylan:</i>
<i>For the Republic of Chad:</i>	<i>Pour la République du Tchad:</i>
<i>For the Republic of Chile:</i>	<i>Pour la République du Chili:</i>
<i>For the Republic of the Congo (Brazzaville):</i>	<i>Pour la République du Congo (Brazzaville):</i>
<i>For the Republic of Cuba:</i>	<i>Pour la République de Cuba:</i>
<i>For the Republic of Cyprus:</i>	<i>Pour la République de Chypre:</i>
<i>For the Czechoslovak Socialist Republic:</i>	<i>Pour la République socialiste tchécoslovaque:</i>
<i>For the Republic of Dahomey:</i>	<i>Pour la République du Dahomey:</i>
<i>For the Kingdom of Denmark:</i>	<i>Pour le Royaume de Danemark:</i>
<i>For the Dominican Republic:</i>	<i>Pour la République dominicaine:</i>
<i>For the Republic of Finland:</i>	<i>Pour la République de Finlande:</i>
<i>For the French Republic:</i>	<i>Pour la République française:</i>
<i>For the Republic of Gabon:</i>	<i>Pour la République gabonaise:</i>
<i>For the Federal Republic of Germany:</i>	<i>Pour la République fédérale d'Allemagne:</i>
<i>For Ghana:</i>	<i>Pour le Ghana:</i>

*For the Kingdom of Greece:*

*Pour le Royaume de Grèce:*

*For the Republic of Haiti:*

*Pour la République d'Haïti:*

*For Iceland:*

*Pour l'Islande:*

*For India:*

*Pour l'Inde:*

*For the Republic of Indonesia:*

*Pour la République d'Indonésie:*

*For Israel:*

*Pour Israël:*

*For the Republic of Italy:*

*Pour la République d'Italie:*

*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 Kenya:*

*Pour le Kenya:*

*For the State of Kuwait:*

*Pour l'Etat de Koweit:*

*For the Grand-Duchy of Luxembourg:*

*Pour le Grand-Duché de Luxembourg:*

*For the Republic of Madagascar:*

*Pour la République malgache:*

*For Malawi*

*Pour le Malawi:*

*For Malaysia:*

*Pour la Malaisie:*

*For the Islamic Republic  
of Mauritania:*

*Pour la République islamique  
de Mauritanie:*

*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 de Nicaragua:*

*For the Republic of the Niger:*

*Pour la République du Niger:*

*For the Federal Republic  
of Nigeria:*

*Pour la République fédérale  
de Nigéria:*

*For the Kingdom of Norway:*

*Pour le Royaume de Norvège:*

*For Pakistan:*

*Pour le Pakistan:*

*For Peru:*

*Pour le Pérou:*

*For the Portuguese Republic:*

*Pour la République du Portugal:*

*For the Republic of Senegal:*

*Pour la République du Sénégal:*

*For Sierra Leone:*

*Pour le Sierra Leone:*

*For South Africa:*

*Pour l'Afrique du Sud:*

*For Rhodesia:*

*Pour la Rhodésie:*

*For Spain:*

*Pour l'Espagne:*

*For the Kingdom of Sweden:*

*Pour le Royaume de Suède:*

*For the Swiss Confederation:*

*Pour la Confédération suisse:*

*For the United Republic of Tanganyika and Zanzibar:*

*Pour la République-Unie du Tanganyika et de Zanzibar:*

*For the Republic of Togo:*

*Pour la République du Togo:*

*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 de Turquie:*

*For Uganda:*

*Pour l'Ouganda:*

*For the United Arab Republic:*

*Pour la République arabe unie:*

*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 Etats-Unis d'Amérique:*

*For the Republic of Upper Volta:*

*Pour la République de Haute-Volta:*

*For the Republic of Uruguay:*

*Pour la République d'Uruguay:*

*For the Socialist Federal Republic  
of Yugoslavia:*

*Pour la République socialiste fédérative  
de Yougoslavie:*

*For the Argentine Republic:*

*Pour la République d'Argentine:*

I hereby certify that the foregoing text is a true copy of the Second Procès-Verbal Extending the Declaration on the Provisional Accession of Argentina to the General Agreement on Tariffs and Trade, done at Geneva on 30 October 1964, the original of which is deposited with the Executive Secretary of the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Deuxième Procès-verbal portant prorogation de la Déclaration concernant l'accession provisoire de l'Argentine à l'Accord général sur les tarifs douaniers et le commerce, établi à Genève le 30 octobre 1964, dont le texte original est déposé auprès du Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

*E. Wyndham White*

E. WYNDHAM WHITE

*Executive Secretary*  
*Geneva*

*Secrétaire exécutif*  
*Genève*

# **MULTILATERAL**

## **General Agreement on Tariffs and Trade**

***Procès-Verbal extending the declaration of November 22, 1958, as extended and amended, on the provisional accession of the Swiss Confederation to the General Agreement.***

***Done at Geneva October 30, 1964;***

***Entered into force with respect to the United States of America December 18, 1964.***

THE CONTRACTING PARTIES TO THE  
GENERAL AGREEMENT ON TARIFFS AND TRADE

LES PARTIES CONTRACTANTES A L'ACCORD GÉNÉRAL  
SUR LES TARIFS DOUANIERS ET LE COMMERCE

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SECOND PROCES-VERBAL  
EXTENDING THE DECLARATION  
ON THE PROVISIONAL ACCESSION OF SWITZERLAND TO THE GENERAL  
AGREEMENT ON TARIFFS AND TRADE

DEUXIÈME PROCES-VERBAL PROROGANT LA VALIDITE DE LA DECLARATION  
CONCERNANT L'ACCÉSSION PROVISOIRE DE LA SUISSE A L'ACCORD  
GÉNÉRAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

30 October 1964  
Geneva

SECOND PROCÈS-VERBAL EXTENDING THE DECLARATION ON THE  
PROVISIONAL ACCESSION OF SWITZERLAND TO THE  
GENERAL AGREEMENT ON TARIFFS AND TRADE

The parties to the Declaration of 22 November 1958 on the Provisional Accession of Switzerland<sup>[1]</sup> to the General Agreement on Tariffs and Trade (hereinafter referred to as "the Declaration" and "the General Agreement", respectively),

ACTING pursuant to paragraph 8 of the Declaration,

AGREE that:

1. The validity of the Declaration is extended for a further three years by changing the date in paragraph 8 to "31 December 1967", on the understanding that, in the course of the current trade negotiations or otherwise, the Government of Switzerland and the CONTRACTING PARTIES will seek solutions to the problems confronting Switzerland in its relationship with the General Agreement in order to make its full accession possible.
2. This Procès-Verbal shall be deposited with the Executive Secretary of the CONTRACTING PARTIES to the General Agreement. It shall be open for acceptance, by signature or otherwise, by the parties to the Declaration. It shall become effective between the Government of Switzerland and any participating government as soon as it shall have been accepted by the Government of Switzerland and such government. [<sup>2</sup>]
3. The Executive Secretary shall furnish a certified copy of this Procès-Verbal and a notification of each acceptance thereof to the Government of Switzerland, to each contracting party to the General Agreement, to each government which has acceded provisionally thereto and to each government which enters into negotiations for accession.

DONE at Geneva this thirtieth day of October one thousand nine hundred and sixty-four, in a single copy in the English and French languages, both texts being authentic.

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<sup>1</sup> TIAS 4461; 11 UST 745.

<sup>2</sup> Accepted by the Government of Switzerland Nov. 6, 1964, and by the Government of the United States of America Dec. 18, 1964. Entered into force with respect to the United States of America Dec. 18, 1964.

DEUXIEME PROCES-VERBAL PROROGANT LA VALIDITE DE LA  
DECLARATION CONCERNANT L'ACCESSION PROVISOIRE DE LA SUISSE  
A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

Les parties à la Déclaration du 22 novembre 1958 concernant l'accession provisoire de la Suisse 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 8 de la Déclaration,

SONT CONVENUES de ce qui suit:

1. La validité de la Déclaration est prorogée pour une nouvelle période de trois ans, par modification de la date mentionnée au paragraphe 8 qui est reportée au 31 décembre 1967, étant entendu que le gouvernement de la Confédération suisse et les PARTIES CONTRACTANTES s'efforceront de trouver, dans le cadre des négociations Kennedy ou dans tout autre contexte, une solution aux problèmes qui se posent à la Suisse dans ses relations avec le GATT, afin de rendre possible l'accession pleine et entière de la Suisse à l'Accord général.
2. Le présent procès-verbal sera déposé auprès du Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général. Il sera ouvert à l'acceptation, par signature ou autrement, des parties à la Déclaration. Il entrera en vigueur entre le gouvernement de la Suisse et tout gouvernement participant dès que le gouvernement de la Suisse et ledit gouvernement participant l'auront accepté.
3. Le Secrétaire exécutif transmettra au gouvernement de la Suisse, à chaque partie contractante à l'Accord général, à chaque gouvernement qui a accédé provisoirement audit Accord et à chaque gouvernement qui engagerait des négociations d'accession, une copie certifiée conforme du présent procès-verbal et une notification de chaque acceptation dudit procès-verbal.

FAIT à Genève, le trente octobre mil neuf cent soixante-quatre, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi.

<i>For the Argentine Republic:</i>	<i>Pour la République d'Argentine:</i>
<i>For the Commonwealth of Australia:</i>	<i>Pour le Commonwealth d'Australie:</i>
<i>For the Republic of Austria:</i>	<i>Pour la République d'Autriche:</i>
<i>For the Kingdom of Belgium:</i>	<i>Pour le Royaume de Belgique:</i>
<i>For the United States of Brazil:</i>	<i>Pour les Etats-Unis du Brésil:</i>
<i>For the Union of Burma:</i>	<i>Pour l'Union birmane:</i>
<i>For the Federal Republic of Cameroon:</i>	<i>Pour la République fédérale du Cameroun:</i>
<i>For Canada:</i>	<i>Pour le Canada:</i>
<i>For the Central African Republic:</i>	<i>Pour la République centrafricaine:</i>
<i>For Ceylon:</i>	<i>Pour Ceylan:</i>
<i>For the Republic of Chad:</i>	<i>Pour la République du Tchad:</i>
<i>For the Republic of Chile:</i>	<i>Pour la République du Chili:</i>
<i>For the Republic of the Congo (Brazzaville):</i>	<i>Pour la République du Congo (Brazzaville):</i>
<i>For the Republic of Cuba:</i>	<i>Pour la République de Cuba:</i>
<i>For the Republic of Cyprus:</i>	<i>Pour la République de Chypre:</i>
<i>For the Czechoslovak Socialist Republic:</i>	<i>Pour la République socialiste tchécoslovaque:</i>
<i>For the Republic of Dahomey:</i>	<i>Pour la République du Dahomey:</i>
<i>For the Kingdom of Denmark:</i>	<i>Pour le Royaume de Danemark:</i>
<i>For the Dominican Republic:</i>	<i>Pour la République dominicaine:</i>
<i>For the Republic of Finland:</i>	<i>Pour la République de Finlande:</i>
<i>For the French Republic:</i>	<i>Pour la République française:</i>
<i>For the Republic of Gabon:</i>	<i>Pour la République gabonaise:</i>
<i>For the Federal Republic of Germany:</i>	<i>Pour la République fédérale d'Allemagne:</i>

*For Ghana:*

*Pour le Ghana:*

*For the Kingdom of Greece:*

*Pour le Royaume de Grèce:*

*For the Republic of Haiti:*

*Pour la République d'Haïti:*

*For Iceland:*

*Pour l'Islande:*

*For India:*

*Pour l'Inde:*

*For the Republic of Indonesia:*

*Pour la République d'Indonésie:*

*For Israel:*

*Pour Israël:*

*For the Republic of Italy:*

*Pour la République d'Italie:*

*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 Kenya:*

*Pour le Kenya:*

*For the State of Kuwait:*

*Pour l'Etat de Koweit:*

*For the Grand-Duchy of Luxembourg:*

*Pour le Grand-Duché de Luxembourg:*

*For the Republic of Madagascar:*

*Pour la République malgache:*

*For Malawi*

*Pour le Malawi:*

*For Malaysia:*

*Pour la Malaisie:*

*For the Islamic Republic  
of Mauritania:*

*Pour la République islamique  
de Mauritanie:*

*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 de Nicaragua:*

*For the Republic of the Niger:*

*Pour la République du Niger:*

*For the Federal Republic  
of Nigeria:*

*Pour la République fédérale  
de Nigéria:*

<i>For the Kingdom of Norway:</i>	<i>Pour le Royaume de Norvège:</i>
<i>For Pakistan:</i>	<i>Pour le Pakistan:</i>
<i>For Peru:</i>	<i>Pour le Pérou:</i>
<i>For the Portuguese Republic:</i>	<i>Pour la République du Portugal:</i>
<i>For the Republic of Senegal:</i>	<i>Pour la République du Sénégal:</i>
<i>For Sierra Leone:</i>	<i>Pour le Sierra Leone:</i>
<i>For South Africa:</i>	<i>Pour l'Afrique du Sud:</i>
<i>For Rhodesia:</i>	<i>Pour la Rhodésie:</i>
<i>For Spain:</i>	<i>Pour l'Espagne:</i>
<i>For the Kingdom of Sweden:</i>	<i>Pour le Royaume de Suède:</i>
<i>For the United Republic of Tanganyika and Zanzibar:</i>	<i>Pour la République-Unie du Tanganyika et de Zanzibar:</i>
<i>For the Republic of Togo:</i>	<i>Pour la République du Togo:</i>
<i>For Trinidad and Tobago:</i>	<i>Pour la Trinité et Tobago:</i>
<i>For the Republic of Tunisia:</i>	<i>Pour la République tunisienne:</i>
<i>For the Republic of Turkey:</i>	<i>Pour la République de Turquie:</i>
<i>For Uganda:</i>	<i>Pour l'Ouganda:</i>
<i>For the United Arab Republic:</i>	<i>Pour la République arabe unie:</i>
<i>For the United Kingdom of Great Britain and Northern Ireland:</i>	<i>Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:</i>
<i>For the United States of America:</i>	<i>Pour les Etats-Unis d'Amérique:</i>
<i>For the Republic of Upper Volta:</i>	<i>Pour la République de Haute-Volta:</i>
<i>For the Republic of Uruguay:</i>	<i>Pour la République d'Uruguay:</i>
<i>For the Socialist Federal Republic of Yugoslavia:</i>	<i>Pour la République socialiste fédérative de Yougoslavie:</i>
<i>For the Swiss Confederation:</i>	<i>Pour la Confédération suisse:</i>

I hereby certify that the foregoing text is a true copy of the Second Procès-Verbal Extending the Declaration on the Provisional Accession of the Swiss Confederation to the General Agreement on Tariffs and Trade, done at Geneva on 30 October 1964, the original of which is deposited with the Executive Secretary of the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Deuxième Procès-Verbal portant prorogation de la Déclaration concernant l'accession provisoire de la Confédération suisse à l'Accord général sur les tarifs douaniers et le commerce, établi à Genève le 30 octobre 1964, dont le texte original est déposé auprès du Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

E. WYNDHAM WHITE

*E. Wyndham White*  
Executive Secretary  
Geneva

*E. Wyndham White*  
Secrétaire exécutif  
Genève

# UGANDA

## Peace Corps

*Agreement effected by exchange of notes  
Signed at Kampala November 16, 1964;  
Entered into force November 16, 1964.*

*The American Ambassador to the Uganda Minister of State for  
Foreign Affairs*

No. 205

KAMPALA, November 16, 1964.

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in Uganda.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Uganda and approved by the Government of the United States to perform mutually agreed tasks in Uganda. The Volunteers will work under the immediate supervision of governmental or private organizations in Uganda designated by our two Governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks.

2. The Government of Uganda will accord equitable treatment to the Volunteers and their property: afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Uganda; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Uganda will exempt the Volunteers from all taxes on income from sources outside Uganda, from all customs duties or other charges on their personal property introduced into Uganda for their own use at or about the time of their arrival.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two Governments may agree should be provided by it to enable the Vol-

unteers to perform their tasks effectively. The Government of Uganda will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Uganda by the Government of the United States for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Uganda will receive a representative of the Peace Corps and such staff of the representative as are acceptable to the Government of Uganda. The Government of Uganda will exempt the Representative from all taxes on income derived from his Peace Corps work or sources outside Uganda, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Uganda will exempt the Peace Corps Representative from the payment of customs duties or other charges on personal property introduced into or acquired in Uganda for his personal use. The Government of Uganda will accord the staff of the Representative the same privileges as are accorded to the Volunteers in paragraph two (2) above.

5. The Government of Uganda will exempt from investment and deposit requirements and currency controls all funds introduced into Uganda for use hereunder by the Government of the United States. Such funds shall be convertible into currency of Uganda at the highest rate which is not unlawful in Uganda.

6. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in Uganda as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

7. This Agreement may be amended from time to time with the concurrence of the two Governments. This Agreement may be terminated by either Party effective ninety days after the date of a notice in writing given by either Party to the other of its intention to terminate it.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note, and your Government's reply note concurring therein, shall constitute an agreement between our two Governments which shall enter into force on the date of your Government's note.

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

OLCOTT H. DEMING

His Excellency

S. N. ODAKA.

*Minister of State for Foreign Affairs,  
Kampala, Uganda.*

*The Uganda Minister of State for Foreign Affairs to the American Ambassador*

NOVEMBER 16, 1964.

YOUR EXCELLENCY,

I have the honour to refer to your Note No. 205 of the 16th November, 1964, which reads as follows:—

"EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in Uganda.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Uganda and approved by the Government of the United States to perform mutually agreed tasks in Uganda. The Volunteers will work under the immediate supervision of governmental or private organizations in Uganda designated by our two Governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks.

2. The Government of Uganda will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Uganda; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Uganda will exempt the Volunteers from all taxes on income from sources outside Uganda, from all customs duties or other charges on their personal property introduced into Uganda for their own use at or about the time of their arrival.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two Governments may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Uganda will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Uganda by the Government of the United States for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Uganda will receive a representative of the Peace Corps and such staff of the representative as are acceptable to the Government of Uganda. The Government of Uganda will exempt the Representative from all taxes on income derived from his Peace Corps work or sources outside Uganda, and from all other taxes or other charges (includ-

ing immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Uganda will exempt the Peace Corps Representative from the payment of customs duties or other charges on personal property introduced into or acquired in Uganda for his personal use. The Government of Uganda will accord the staff of the Representative the same privileges as are accorded to the Volunteers in paragraph two (2) above.

5. The Government of Uganda will exempt from investment and deposit requirements and currency controls all funds introduced into Uganda for use hereunder by the Government of the United States. Such funds shall be convertible into currency of Uganda at the highest rate which is not unlawful in Uganda.

6. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in Uganda as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

7. This Agreement may be amended from time to time with the concurrence of the two Governments. This Agreement may be terminated by either Party effective ninety days after the date of a notice in writing given by either Party to the other of its intention to terminate it.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note, and your Government's reply note concurring therein, shall constitute an agreement between our two Governments which shall enter into force on the date of your Government's note.

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

I have the honour to confirm that the Government of Uganda is in agreement with the foregoing.

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

S N ODAKA.

(S. N. Odaka)  
Minister of State  
for Foreign Affairs

H.E. Mr. OLcott H. DEMING,  
*Ambassador of the United States of America,*  
*Embassy of the United States of America,*  
*P.O. Box 1261,*  
*Kampala.*

# TRINIDAD AND TOBAGO

## Defense: Release of Drydock Facilities at U.S. Naval Station, Trinidad

*Agreement effected by exchange of notes  
Signed at Port-of-Spain December 2 and 5, 1964;  
Entered into force December 5, 1964.*

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*The American Charge d'Affaires ad interim to the Prime Minister of Trinidad and Tobago*

PORT OF SPAIN, December 2, 1964.

**EXCELLENCY:**

I have the honor to refer to the negotiations which have taken place between representatives of the Government of the United States of America and representatives of the Government of Trinidad and Tobago regarding the release by the Government of the United States of America of certain drydock facilities at the United States Naval Station, Trinidad, to the Government of Trinidad and Tobago only for the establishment of a commercial ship repairing, ship building and engineering enterprise (including steel fabrication) and to submit for your consideration and acceptance understandings with regard to conditions one through five pertaining to the release contained in Ambassador Robert G. Miner's letter of 11 August 1964 and your Government's reply of 8 October 1964, [¹] as follows:

- I. That in the event of mobilization the Government of Trinidad and Tobago will transfer all the drydock facilities to the United States Government upon request. Accordingly, the United States Government will make appropriate compensation to the owners.

As to this condition it is understood that:

- A. The word "mobilization" refers to action by the United States Government and means:
  1. The act of preparing for war or other emergencies through assembling and organizing national resources.

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<sup>1</sup> Not printed.

2. The process by which the United States Armed Forces or part of them are brought to a state of readiness for war or other national emergency. This includes assembling and organizing personnel, supplies, and material for active military service.

B. The term "drydock facilities" means those lands and facilities at the United States Naval Station, Trinidad, which are designated by a determination under condition III B of this Agreement, except as provided in condition V A below.

C. The words "appropriate compensation to owners" will have application as follows:

Subject to availability of appropriated funds, the United States Government will through the Government of Trinidad and Tobago compensate the owner-operator of the enterprise only for value of additions, betterments and/or new facilities placed on the site by said owner-operator and specifically related to a drydock and ship repairing enterprise; said value to be determined on the basis of the reproduction cost of the additions, betterments and/or new facilities, less reasonable depreciation accumulated to the date of transfer to the United States Government, with due regard to the value of the drydock and ship repairing enterprise as a going concern. In default of agreement the question of quantum shall be referred to arbitration in accordance with the principles of international law.

II. That suitable security arrangements be established prior to occupancy.

As to this condition it is understood that:

A. The Government of Trinidad and Tobago recognizes the need for military security integrity and shall require the operator of the enterprise to comply with Naval Station security and traffic control regulations as currently existing and as may be modified from time to time by the Commanding Officer of the United States Naval Station, Trinidad.

B. Specific details shall be the subject of separate arrangements to be drawn up between the operator of the enterprise and the Commanding Officer of the U.S. Naval Station, Trinidad.

III. That the Government of Trinidad and Tobago accepts the obligation to provide necessary maintenance on the facilities utilized.

As to this condition it is understood that:

A. The Government of Trinidad and Tobago accepts an obligation to protect, preserve and repair the facilities and improvements of the United States Government now on the site and to be made available for the enterprise and to maintain said facilities and improvements in at least as good condition

as received, reasonable wear and tear, conditions over which the Government of Trinidad and Tobago has no control, including "force majeure," excepted.

B. As soon as practicable after formalization of this agreement, a written determination shall be made by U.S. Navy Authorities, in consultation with officials of the Government of Trinidad and Tobago and of the owner-operator of the proposed enterprise, stipulating the existing U.S. Navy facilities that will be made part of the drydock facilities.

The facilities so stipulated shall be described in a map attached to the determination. The written determination shall identify those facilities which would be reacquired by the United States Government in the event of mobilization and, therefore, are to be subject to the foregoing maintenance requirements. As a means of protecting from damage the existing utilities on the enterprise site which remain the property of the U.S. Navy, the owner-operator of the enterprise shall be required to reach agreement with the Commanding Officer, U.S. Naval Station Trinidad, as to location of, extensions to, or replacements of any of the existing facilities or the construction of any new facilities on the site.

C. Simultaneously with the aforementioned determination a joint inspection of the drydock facilities shall be made by U.S. Navy authorities in consultation with officials of the Government of Trinidad and Tobago and of the owner-operator of the drydock facilities, and an inventory and condition report shall be prepared setting forth the present condition of each item.

D. This inventory and condition report shall be controlling as to the extent the said facilities are to be maintained and repaired during the period of use as part and parcel of the enterprise. As a means of protecting certain utilities on the enterprise site from damage, the owner-operator of the enterprise shall be required to make arrangements with the Commanding Officer, U.S. Naval Station, Trinidad, as to location of, extension to, or replacements of any of the existing facilities or the construction of any new facilities on the site.

E. The maintenance obligation shall be understood to extend to and include contribution by the Government of Trinidad and Tobago or the enterprise operator toward expenses of any reasonable increased maintenance and repair of the on-station portion of Western Main Road which would be attributable to the use of said road by vehicular traffic related to the enterprise. The contribution will be determined by the mile-ton ratio of drydock enterprise vehicular traffic to other road traffic on the Naval Station.

F. The United States Government would interpose no objection to the Government of Trinidad and Tobago passing the maintenance obligation in turn to the owner-operator of the enterprise.

- IV. That there will be no cost to the United States Navy as a result of the development and operation of such an enterprise.

As to this condition, it is understood that:

A. Other than compensation of the owner of the enterprise in the event of acquisition of the drydock facilities as stipulated in condition number one, the development and peacetime operation of the enterprise and the continued maintenance of the United States Navy released facilities shall be made at no monetary expense to the United States Government.

B. To the extent that facilities for the production and/or distribution of any utilities and services are maintained, operated and available on the U.S. Naval Station, Trinidad, the United States Government will furnish to the enterprise operator such utilities and services that may be required for his operation, and the enterprise operator shall be required to reimburse the United States Government for the cost of such utilities and services so furnished, in the manner prescribed from time to time by the Commanding Officer of the United States Naval Station, Trinidad. The foregoing will not be construed to obligate the United States Government to furnish any utilities and/or services, and the owner-operator of the enterprise shall be required to release the United States of and from any and all claims, liability, actions and causes of action of any nature whatsoever that might arise out of or be attributable to any failure to furnish or any interruption in the furnishing of such utilities or services. In the event of the United States Government not furnishing any or sufficient utilities and/or services as required by the operator of the enterprise the operator shall have the right to bring into the site such utilities and services as he may require. Should the operator exercise such right, and in so doing it is necessary that such utility and/or service involve the use of any part of the United States Naval Station, the operator shall comply with the requirements of the Commanding Officer as to such use.

- V. That the United States Navy reserves the right to utilize the east and west sides of Piers 4 and 5 respectively and to operate Power Plant No. 6 (building F-4) as the need arises.

As to this condition, it is understood that:

A. Power Plant No. 6 (building F-4) is not included among the facilities released to the Government of Trinidad and Tobago and therefore shall not be available for use by the enterprise operator.

B. The United States Navy authorities reserve a priority right to utilize the east side of Pier No. 4 and the west side of Pier No. 5 with utilities appertaining thereto, and to furnish power service to fleet units on the piers from Power Plant No. 6 as the need arises. The United States Navy authorities will

undertake to avoid disrupting operations of the enterprise to the maximum extent possible when this right has to be exercised; and will, as far as is practicable, notify the operator of a need to use the piers at least forty-eight hours in advance.

If the foregoing understandings with regard to conditions one through five are acceptable to the Government of Trinidad and Tobago, I have the honor to suggest that the present note together with Your Excellency's reply in that sense should be regarded as constituting an agreement between the two Governments in this matter which shall enter into force on the date of Your Excellency's reply.

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

PARK F. WOLLAM

Park F. Wollam  
*Charge d'Affaires ad interim*

The Right Honorable  
Dr. ERIC WILLIAMS,  
Prime Minister of Trinidad and Tobago,  
Whitehall.

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*The Prime Minister of Trinidad and Tobago to the American Chargé d'Affaires ad interim*

OFFICE OF THE PRIME MINISTER

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WHITEHALL, PORT-OF-SPAIN, TRINIDAD, TRINIDAD AND TOBAGO

5 DECEMBER 1964

DEAR CHARGE D'AFFAIRES

I have the honour to refer to previous correspondence relating to the question of the proposed agreement between the Governments of Trinidad and Tobago and the United States of America ending with your Note of December, 2nd 1964, which states as follows:-

"Excellency:

I have the honour to refer to the negotiations which have taken place between representatives of the Government of the United States of America and representatives of the Government of Trinidad and Tobago regarding the release by the Government of the United States of America of certain drydock facilities at the United States Naval Station, Trinidad, to the Government of Trinidad and Tobago only for the establishment of a commercial ship repairing, ship building and engineering enterprise (including steel fabrication) and to submit for your consideration and acceptance understandings with regard to conditions one through five

pertaining to the release contained in Ambassador Robert G. Miner's letter of 11th August, 1964, and your Government's reply of 8th October, 1964, as follows:

I. That in the event of mobilization the Government of Trinidad and Tobago will transfer all the drydock facilities to the United States Government upon request. Accordingly, the United States Government will make appropriate compensation to the owners. As to this condition it is understood that:

A. The word "mobilization" refers to action by the United States Government and means:

1. The act of preparing for war or other emergencies through assembling and organizing national resources.

2. The process by which the United States Armed Forces or part of them are brought to a state of readiness for war or other national emergency. This includes assembling and organizing personnel, supplies, and material for active military service.

B. The term "drydock facilities" means those lands and facilities at the United States Naval Station, Trinidad, which are designated by a determination under condition III B of this Agreement, except as provided in condition V A below.

C. The words "appropriate compensation to owners" will have application as follows:

Subject to availability of appropriated funds, the United States Government will through the Government of Trinidad and Tobago compensate the owner-operator of the enterprise only for value of additions, betterments and/or new facilities placed on the site by said owner-operator and specifically related to a drydock and ship repairing enterprise; said value to be determined on the basis of the reproduction cost of the additions, betterments and/or new facilities, less reasonable depreciation accumulated to the date of transfer to the United States Government, with due regard to the value of the drydock and ship repairing enterprise as a going concern. In default of agreement the question of quantum shall be referred to arbitration in accordance with the principles of international law.

II. That suitable security arrangements be established prior to occupancy.

As to this condition it is understood that:

A. The Government of Trinidad and Tobago recognizes the need for military security integrity and shall require the operator of the enterprise to comply with Naval Station security and traffic control regulations as currently existing and as may be modified from time to time by the Commanding Officer of the United States Naval Station, Trinidad.

B. Specific details shall be the subject of separate arrangements to be drawn up between the operator of the enterprise and the Commanding Officer of the U.S. Naval Station, Trinidad.

III. That the Government of Trinidad and Tobago accepts the obligation to provide necessary maintenance on the facilities utilized.

As to this condition it is understood that:

A. The Government of Trinidad and Tobago accepts an obligation to protect, preserve and repair the facilities and improvements of the United States Government now on the site and to be made available for the enterprise and to maintain said facilities and improvements in at least as good condition as received, reasonable wear and tear, conditions over which the Government of Trinidad and Tobago has no control, including "force majeure," excepted.

B. As soon as practicable after formalization of this agreement, a written determination shall be made by U.S. Navy Authorities, in consultation with officials of the Government of Trinidad and Tobago and of the owner-operator of the proposed enterprise, stipulating the existing U.S. Navy facilities that will be made part of the drydock facilities.

The facilities so stipulated shall be described in a map attached to the determination. The written determination shall identify those facilities which would be reacquired by the United States Government in the event of mobilization and, therefore, are to be subject to the foregoing maintenance requirements. As a means of protecting from damage the existing utilities on the enterprise site which remain the property of the U.S. Navy, the owner-operator of the enterprise shall be required to reach agreement with the Commanding Officer, U.S. Naval Station Trinidad, as to location of, extensions to, or replacements of any of the existing facilities or the construction of any new facilities on the site.

C. Simultaneously with the aforementioned determination a joint inspection of the drydock facilities shall be made by U.S. Navy authorities in consultation with officials of the Government of Trinidad and Tobago and of the owner-operator of the drydock facilities, and an inventory and condition report shall be prepared setting forth the present condition of each item.

D. This inventory and condition report shall be controlling as to the extent the said facilities are to be maintained and repaired during the period of use as part and parcel of the enterprise. As a means of protecting certain utilities on the enterprise site from damage, the owner-operator of the enterprise shall be required to make arrangements with the

Commanding Officer, U.S. Naval Station, Trinidad, as to location of, extension to, or replacements of any of the existing facilities or the construction of any new facilities on the site.

E. The maintenance obligation shall be understood to extend to and include contribution by the Government of Trinidad and Tobago or the enterprise operator toward expenses of any reasonable increased maintenance and repair of the on-station portion of Western Main Road which would be attributable to the use of said road by vehicular traffic related to the enterprise. The contribution will be determined by the mile-ton ratio of drydock enterprise vehicular traffic to other road traffic on the Naval Station.

F. The United States Government would interpose no objection to the Government of Trinidad and Tobago passing the maintenance obligation in turn to the owner-operator of the enterprise.

IV. That there will be no cost to the United States Navy as a result of the development and operation of such an enterprise.

As to this condition, it is understood that:

A. Other than compensation of the owner of the enterprise in the event of acquisition of the drydock facilities as stipulated in condition number one, the development and peacetime operation of the enterprise and the continued maintenance of the United States Navy released facilities shall be made at no monetary expense to the United States Government.

B. To the extent that facilities for the production and/or distribution of any utilities and services are maintained, operated and available on the U.S. Naval Station, Trinidad, the United States Government will furnish to the enterprise operator such utilities and services that may be required for his operation, and the enterprise operator shall be required to reimburse the United States Government for the cost of such utilities and services so furnished, in the manner prescribed from time to time by the Commanding Officer of the United States Naval Station, Trinidad. The foregoing will not be construed to obligate the United States Government to furnish any utilities and/or services, and the owner-operator of the enterprise shall be required to release the United States of and from any and all claims, liability, actions and causes of action of any nature whatsoever that might arise out of or be attributable to any failure to furnish or any interruption in the furnishing of such utilities or services. In the event of the United States Government not furnishing any or sufficient utilities and/or services as required by the operator of the enterprise the operator shall have the right

to bring into the site such utilities and services as he may require. Should the operator exercise such right, and in so doing it is necessary that such utility and/or service involve the use of any part of the United States Naval Station, the operator shall comply with the requirements of the Commanding Officer as to such use.

- V. That the United States Navy reserves the right to utilize the east and west sides of Piers 4 and 5 respectively and to operate Power Plant No. 6 (building F-4) as the need arises.

As to this condition, it is understood that:

A. Power Plant No. 6 (building F-4) is not included among the facilities released to the Government of Trinidad and Tobago and therefore shall not be available for use by the enterprise operator.

B. The United States Navy authorities reserve a priority right to utilize the east side of Pier No. 4 and the west side of Pier No. 5 with utilities appertaining thereto, and to furnish power service to fleet units on the piers from Power Plant No. 6 as the need arises. The United States Navy authorities will undertake to avoid disrupting operations of the enterprise to the maximum extent possible when this right has to be exercised; and will, as far as is practicable, notify the operator of a need to use the piers at least forty-eight hours in advance."

The Government of Trinidad and Tobago accepts the conditions and the clarification thereof and confirms that this reply together with your Note constitute an agreement between the two Governments which will enter into force on the date of its receipt.

With assurances of my highest consideration.

ERIC WILLIAMS

Eric Williams  
Prime Minister

Mr. PARK F. WOLLAM,  
*Charge d'Affaires ad interim,*  
*Embassy of the United States of America,*  
*15, Queen's Park West,*  
*Port of Spain.*

# SPAIN

## **Education: Commission for Cultural Exchange and Financing of Exchange Programs**

*Agreement effected by exchange of notes  
Signed at Madrid March 18, 1964;  
Entered into force March 18, 1964.*

*The American Ambassador to the Spanish Minister of Foreign Affairs*

No. 833

MADRID, March 18, 1964

**EXCELLENCY:**

On behalf of the Government of the United States of America, and in accordance with the first paragraph of article XI of the Agreement between the Government of the United States and the Government of Spain for financing certain educational exchange programs which states that "The present Agreement may be amended by an exchange of diplomatic notes between the Government of the United States of America and the Government of Spain," I have the honor to propose to Your Excellency's Government, by means of this note, amendment of the Agreement.

It is proposed that the amendment constitute a complete revision of the articles of the Agreement and that it shall supersede the articles signed by the two Governments at Madrid on October 16, 1958.<sup>[1]</sup>

The proposed amendment is as follows:

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<sup>[1]</sup> TIAS 4120; 9 UST 1311.

**"AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF SPAIN FOR FINANCING CERTAIN EDUCATIONAL AND CULTURAL EXCHANGE PROGRAMS**

The Government of the United States of America and the Government of Spain, desiring to promote further mutual understanding between the peoples of the United States of America and Spain by an increase in scientific, technical, professional and cultural exchanges,

Have agreed as follows:

**Article I**

There shall be established a commission to be known as the Commission for Cultural Exchange between the United States of America and Spain (hereinafter designated "the Commission"), which shall be recognized by the Government of the United States of America and the Government of Spain as an organization created and established to facilitate the administration of an educational and cultural program to be financed by funds made available to the Commission under the terms of this Agreement.

Except as provided in Article 3 hereof, the Commission shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present Agreement. Such funds, as well as property acquired for the furtherance of the Agreement, shall be regarded in Spain as property of a foreign government.

The funds made available by the Government of the United States of America under the present agreement, within the conditions and limitations hereinafter set forth, shall be used by the Commission for the purpose of:

(1) Financing studies, research, instruction and other educational activities of or for citizens and nationals of the United States of America in Spain, and of or for citizens and nationals of Spain in United States schools and institutions of learning located in or outside the United States of America;

(2) Financing visits and interchanges between the United States of America and Spain of students, trainees, teachers, instructors and professors; and

(3) Financing such other related educational and cultural programs and activities as are provided for in budgets approved in accordance with Article 3 hereof.

**Article 2**

In furtherance of the aforementioned purposes, the Commission may, subject to the provisions of the present Agreement, exercise all powers necessary to the carrying out of the purposes of the present Agreement, including the following:

**TIAS 5737**

(1) Plan, adopt and carry out programs in accordance with the present Agreement.

(2) Recommend to the Board of Foreign Scholarships of the United States of America such qualifications for the selection of participants in the program as it may deem necessary for achieving the purpose and objectives of the present Agreement.

(3) Recommend to the aforesaid Board of Foreign Scholarships students, trainees, professors, research scholars, teachers, and instructors, resident in Spain, to participate in the programs.

(4) Authorize the Treasurer of the Commission or such other person as the Commission may designate to receive funds to be deposited in a bank or banks designated by the Commission and approved by the Secretary of State of the United States of America, in the name of the Treasurer of the Commission or such other person as may be designated. The appointment of the Treasurer or such designee shall be approved by the Secretary of State of the United States of America.

(5) Authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present Agreement, including payment for transportation, tuition, maintenance, and other expenses incident thereto.

(6) Provide for periodic audits of the accounts of the Treasurer of the Commission as directed by auditors selected by the Secretary of State of the United States of America.

(7) Incur administrative expenses as may be deemed necessary out of funds made available under the present Agreement.

(8) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present Agreement but are not financed by funds made available by the Government of the United States of America under this Agreement, provided, however, that such programs and activities and the Commission's role therein shall be fully described in annual or special reports made to the Secretary of State of the United States of America and the Minister of Foreign Affairs of Spain as provided in Article 6 hereof, and provided that no objection is interposed by either of them to the Commission's actual or proposed role therein.

### Article 3

All commitments, obligations, and expenditures authorized by the Commission from funds made available by the Government of the United States of America shall be made in accordance with an annual budget to be approved by the Secretary of State of the United States of America.

### Article 4

The Commission shall consist of ten members, five of whom shall be citizens of the United States of America and five of whom shall be citizens of Spain. In addition the principal officer in charge of the

Diplomatic Mission of the United States of America to Spain (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Commission. He shall cast the deciding vote in the event of a tie vote by the Commission. The Commission will choose a Chairman by electing him from the members. The Chairman as a regular member of the Commission shall have the right to vote. The Spanish members shall be appointed and removed by the Minister of Foreign Affairs of Spain. The citizens of the United States of America on the Commission, at least two of whom shall be officers of the United States Foreign Service establishment in Spain, shall be appointed and removed by the Chief of Mission. In the event that the Spanish members have voted unanimously against a proposal, a period of two weeks will be allowed for appropriate consultation on the differing viewpoints.

#### Article 5

The Commission shall adopt such by-laws and appoint such committees as it may deem necessary for the conduct of its affairs. Such by-laws shall not be in conflict with Spanish legislation or that of the United States of America.

#### Article 6

Reports acceptable in form and content to the Secretary of State of the United States of America shall be made annually on the activities of the Commission to the Secretary of State of the United States of America and the Minister of Foreign Affairs of Spain. Special reports may be made more often at the discretion of the Commission or at the request of either the Secretary of State of the United States of America or the Minister of Foreign Affairs of Spain.

#### Article 7

The principal office of the Commission shall be in the capital city of Spain but meetings of the Commission and any of its committees may be held in such other places as the Commission may from time to time determine, and the activities of any of the Commission's officers or staff may be carried out at such places as may be approved by the Commission.

#### Article 8

There may be used for the purposes of this Agreement any funds, including currency of Spain, held or available for expenditure by the Government of the United States of America for such purposes, and contributions to the Commission from any source.

The Secretary of State of the United States of America will make available for expenditure as authorized by the Commission funds in such amounts as may be required for the purposes of this Agreement, but in no event may amounts of such funds in excess of the budgetary limitations established pursuant to Article 3 of the present Agreement be expended by the Commission.

The performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America when required by the laws of the United States of America.

#### Article 9

The Government of the United States of America and the Government of Spain shall make every effort to facilitate the exchange-of-persons programs authorized in this Agreement and to resolve problems which may arise in the operations thereof.

#### Article 10

Wherever, in the present Agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

#### Article 11

The present Agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of Spain."

The amended Agreement shall come into force upon the date of the note by which Your Excellency's Government agrees to the amended text which is transmitted to Your Excellency in this note. The English text of the amended Agreement set forth above, and the Spanish text as set forth in the note of the Government of Spain shall be of equal authenticity.

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

ROBERT F. WOODWARD

Signed at Madrid, Spain on March 18, 1964

His Excellency

FERNANDO MARÍA CASTIELLA Y MAÍZ  
Minister of Foreign Affairs  
Madrid

*The Spanish Minister of Foreign Affairs to the American Ambassador*

MINISTERIO DE ASUNTOS EXTERIORES

R.C.

MADRID, 18 de marzo de 1964.

**EXCMO. SEÑOR:**

Tengo el honor de acusar recibo a su Nota de esta fecha, que dice así:

"Excelencia: En nombre del Gobierno de los Estados Unidos de América y de acuerdo con el primer párrafo del Artículo XI del Convenio entre el Gobierno de los Estados Unidos y el Gobierno de España para financiar ciertos programas de intercambio cultural, que dice así:

'El presente Acuerdo podrá ser enmendado mediante Canje de Notas diplomáticas entre el Gobierno de los Estados Unidos de América y el Gobierno de España', tengo el honor de proponer al Gobierno de V.E., por medio de la presente Nota, la enmienda del mencionado Acuerdo. Se propone que la enmienda constituya una revisión completa del Convenio y que sustituya al articulado firmado por ambos Gobiernos en Madrid el 16 de octubre de 1958.

La enmienda propuesta es la siguiente:

**'ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMÉRICA Y EL GOBIERNO DE ESPAÑA PARA FINANCIAR CIERTOS PROGRAMAS DE INTERCAMBIO CULTURAL.-'**

El Gobierno de los Estados Unidos de América y el Gobierno de España: Deseando fomentar un mayor entendimiento mutuo entre los pueblos de los Estados Unidos de América y de España mediante incremento de los intercambios científicos, técnicos, profesionales y culturales. Han acordado lo siguiente:

**ARTÍCULO I.**— Se creará una Comisión titulada "Comisión de Intercambio Cultural entre los Estados Unidos de América y España" (que en lo sucesivo se denominará "la Comisión"), que será reconocida por los Gobiernos de los Estados Unidos de América y de España como Organismo instituido con el fin de facilitar la administración de un programa cultural sufragado con los fondos que se pongan a disposición de la Comisión de acuerdo con lo estipulado en el presente Convenio. Salvo lo dispuesto en el Artículo III de este Acuerdo, la Comisión no estará sometida a la legislación interna y local de los Estados Unidos de América en lo que se refiere al empleo y gasto de los fondos y créditos destinados a los fines del presente Acuerdo. Dichos fondos, así como los bienes adquiridos para la ejecución del Convenio, serán considerados en España como propiedad de un Gobierno extranjero. Los fondos puestos a disposición por el Gobierno de los Estados Unidos de conformidad con el presente Acuerdo, dentro de las condiciones y limitaciones que más adelante se señalan, serán utilizados por la Comisión para los siguientes fines:

- 1) La financiación de estudios, investigaciones y enseñanzas y otras actividades de índole cultural de ciudadanos y nacionales de los Estados Unidos de América en España o para los mismos, o de los españoles en las Escuelas e Instituciones de enseñanza norteamericanas situadas dentro o fuera de los Estados Unidos.
- 2) La financiación de las visitas e intercambios entre los Estados Unidos de América y España, de estudiantes, estudiantes en periodo de prácticas, profesores, instructores y catedráticos.
- 3) La financiación de otros programas culturales y de actividades también culturales para los que se han aprobado presupuestos de acuerdo con el Artículo III del presente Convenio.

ARTÍCULO II.— Para el mejor cumplimiento de los fines arriba mencionados, la Comisión puede, de acuerdo con los términos del presente Convenio, ejercer todas las facultades necesarias para llevar a cabo los fines del programa previsto por el mismo, incluidas las siguientes:

- 1) Establecer, adoptar y ejecutar programas de acuerdo con los fines del presente Convenio.
- 2) Recomendar al Board of Foreign Scholarships de los Estados Unidos de América los requisitos para seleccionar a los participantes en el programa que considere necesarios para el cumplimiento de los fines y objetivos del presente Acuerdo.
- 3) Recomendar al mencionado Board of Foreign Scholarships a estudiantes, profesores, investigadores, maestros, estudiantes en periodo de prácticas e instructores residentes en España.
- 4) Autorizar al Tesorero de la Comisión o a cualquier otra persona que la Comisión designe para recibir fondos que serán depositados en un Banco o Bancos designados por la Comisión y aprobados por el Secretario de Estado de los Estados Unidos de América en cuenta corriente a nombre del Tesorero de la Comisión o de aquella otra persona que sea designada. El nombramiento del Tesorero o de aquella otra persona que sea designada, será aprobado por el Secretario de Estado de los Estados Unidos de América.
- 5) Autorizar el desembolso de fondos y la concesión de ayudas y anticipos para los fines autorizados por el presente Acuerdo, incluido el pago para el transporte, matrícula, manutención y cualquier otro gasto incidental.
- 6) Proveer intervenciones periódicas de las cuentas del Tesorero de la Comisión, de conformidad con instrucciones de los interventores seleccionados por el Secretario de Estado de los Estados Unidos de América.
- 7) Contraer los gastos administrativos que se consideren necesarios, con cargo a los fondos disponibles al amparo del presente Acuerdo.
- 8) Administrar o colaborar en la administración y asimismo facilitar programas y actividades culturales que se salgan del ámbito del

presente Convenio, siempre que no sean financiadas por fondos procedentes del Gobierno de los Estados Unidos, de acuerdo con lo preceptuado en este Convenio y con la condición de que tales programas y actividades así como la intervención de la Comisión en los mismos queden ampliamente descritos en la Memoria anual o en los informes especiales enviados al Secretario de Estado de los Estados Unidos de América y al Ministro de Asuntos Exteriores de España, según lo previsto en el Artículo VI del presente Acuerdo y siempre que asimismo no exista ninguna objeción por parte de las mencionadas personas acerca de la intervención propuesta o de hecho de la Comisión en dichos programas o actividades.

**ARTÍCULO III.**— Todos los compromisos, obligaciones y gastos que la Comisión autorice de los fondos proporcionados por el Gobierno de los Estados Unidos, serán realizados de acuerdo con un presupuesto anual, que será aprobado por el Secretario de Estado de los Estados Unidos de América.

**ARTÍCULO IV.**— La Comisión se compondrá de diez miembros, cinco de los cuales serán ciudadanos españoles y cinco de los cuales serán ciudadanos de los Estados Unidos de América. Además el funcionario de mayor categoría al frente de la Misión Diplomática de los Estados Unidos de América en España (que en lo sucesivo se denominará "Jefe de Misión"), será el presidente honorario de la Comisión. Su voto será decisivo en caso de empate en las votaciones de la misma. La Comisión nombrará un presidente, eligiéndolo entre sus miembros, el cual, como miembro regular de la Comisión, tendrá derecho a voto. Los miembros españoles serán designados y sustituidos por el Ministro de Asuntos Exteriores de España.

Los ciudadanos de los Estados Unidos de América que sean miembros de la Comisión, por lo menos dos de ellos, habrán de ser funcionarios de la Embajada de los Estados Unidos en Madrid y serán designados y sustituidos por el Jefe de Misión. En el caso de que los miembros españoles de la Junta hayan votado unánimemente contra una propuesta, se concederá un plazo de dos semanas para que puedan efectuarse las consultas pertinentes sobre las divergencias de opiniones.

**ARTÍCULO V.**— La Comisión adoptará los reglamentos y designará los Comités que considere necesarios para el mejor funcionamiento de los asuntos. Dichos reglamentos tendrán que estar de acuerdo con la legislación de los Estados Unidos de América y la legislación española.

**ARTÍCULO VI.**— Se elevará anualmente al Secretario de Estado de los Estados Unidos de América y al Ministro de Asuntos Exteriores español una Memoria sobre las actividades de la Comisión que habrá de ser aceptable en su forma y contenido por el Secretario de Estado de Estados Unidos. Informes especiales podrán suministrarse más a menudo a discreción de la Comisión o a petición por parte del Secretario de Estado de los Estados Unidos o del Ministro de Asuntos Exteriores de España.

ARTÍCULO VII.— La Comisión tendrá su sede en Madrid pero las reuniones de la misma o de uno cualquiera de sus Comités podrán celebrarse en aquellos lugares que la Comisión determine oportunamente y las actividades de cualquiera de los agentes o empleados de la Comisión podrán desarrollarse en cualquier lugar que sea aprobado por la misma.

ARTÍCULO VIII.— Podrán utilizarse para los fines de este Convenio cualquier clase de fondos, incluida la moneda de curso legal en España, disponible u obtenible por parte del Gobierno de los Estados Unidos de América para estos fines, así como aquellas contribuciones a la Comisión cualquiera que sea su origen.

El Secretario de Estado de los Estados Unidos de América proveerá fondos para gastos previamente autorizados por la Comisión en aquella cantidad que sea necesaria para los fines del presente Acuerdo, pero en ningún caso la Comisión podrá gastar cantidades de dichos fondos que excedan de las limitaciones presupuestarias establecidas por el Artículo III del presente Convenio.

El cumplimiento de este Acuerdo quedará sujeto a la disponibilidad de consignaciones de fondos por el Secretario de Estado de los Estados Unidos de América cuando lo requieran las leyes de los Estados Unidos de América.

ARTÍCULO IX.— El Gobierno de los Estados Unidos de América y el Gobierno de España harán todo lo posible para facilitar los programas de intercambio de personas autorizadas por este acuerdo y para resolver los problemas que se deriven de su aplicación.

ARTÍCULO X.— Siempre que en el presente Acuerdo se utilice el término “Secretario de Estado de los Estados Unidos de América” se entenderá que se hace referencia al Secretario de Estado de los Estados Unidos de América o a cualquier funcionario o empleado del Gobierno de los Estados Unidos de América designado por aquél para actuar en su representación.

ARTÍCULO XI.— El presente Acuerdo podrá ser enmendado mediante Canje de Notas diplomáticas entre el Gobierno de los Estados Unidos de América y el Gobierno de España'. El Convenio enmendado entrará en vigor en la fecha de la Nota por la que el Gobierno de V.E. acepta el nuevo texto que se pone en conocimiento de V.E. por la presente Nota. El texto en inglés del Acuerdo enmendado arriba mencionado y el texto español incluido en la Nota del Gobierno de España tendrán igual autenticidad.

Aprovecho esta oportunidad para renovar a V.E. las seguridades de mi más alta y distinguida consideración".

Tengo la honra de manifestar a V.E. la conformidad del Gobierno español con el texto que antecede.

Aprovecho esta oportunidad para hacerle patente, Señor Embajador, las seguridades de mi más alta y distinguida consideración.

FERNANDO CASTIELLA

Sr. ROBERT F. WOODWARD

*Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América.*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

R.C.

MADRID, March 18, 1964

EXCELLENCY:

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

[For the English language text see *ante*, p. 2446.]

I have the honor to signify to Your Excellency the agreement of the Spanish Government to the foregoing text.

I avail myself of this opportunity to express to Your Excellency the assurances of my highest and most distinguished consideration.

FERNANDO CASTIELLA

Mr. ROBERT F. WOODWARD,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.*

# SOMALI REPUBLIC

## Technical Cooperation

*Agreement extending the agreement of January 28 and February 4, 1961, as extended.*

*Effectuated by exchange of notes*

*Signed at Mogadiscio December 29 and 30, 1964;*

*Entered into force December 30, 1964.*

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*The American Ambassador to the Somali Acting Foreign Minister*

No. 186

MOGADISCIO, December 29, 1964

**EXCELLENCY:**

I have the honor to refer to the Agreement for a Technical Cooperation Program for the Trust Territory of Somaliland under Italian Administration between the Government of Italy and the Government of the United States of America, signed on June 28, 1954, as amended in Rome by an exchange of notes, first on December 24, 1959, and then on June 30, 1960.<sup>[1]</sup> As you will recall, by an exchange of notes dated January 28, 1961, and February 4, 1961,<sup>[2]</sup> the Government of the Somali Republic agreed to assume the rights and obligations of the Italian Government and the administering authority as provided in said Agreement. Said Agreement has been extended by successive correspondence between our two governments, the latest of which is a letter to me dated December 29, 1963,<sup>[3]</sup> from the then Foreign Minister, His Excellency Abdullahe Issa, extending the said Agreement until December 31, 1964, with the expectation that negotiations would continue between our two governments to conclude a permanent Agreement.

As Your Excellency is aware negotiations on a permanent Agreement have not been practicable during the past year because of the preoccupations of forming a new government in Somalia and of the many other Foreign Affairs problems of our two governments. In accordance with my statements in recent conversations with the Director General of the Somali Foreign Ministry, Dr. Nicolino Mohamed, I am in possession of authorization from my government to commence negotiations, ad referendum, for a new and permanent

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<sup>1</sup> TIAS 3150, 4392, 4919; 5 UST (pt. 3) 2922; 10 UST 3014; 12 UST 3163.

<sup>2</sup> TIAS 4915; 12 UST 3138.

<sup>3</sup> TIAS 5508; 14 UST 2221.

Agreement whenever it is convenient to your government and will be prepared to propose a suggested text. I understand that your government is prepared to enter into these negotiations subject to certain more pressing requirements in the Foreign Affairs field but believes that an extension of the existing Agreement for a period of four months will be appropriate on the assumption that a new Agreement will be reached by that time. If negotiations have not been completed by that time, it is assumed that a further extension will be mutually agreeable.

I accordingly have the honor to propose that the said Agreement, referred to in the first paragraph above, be further extended for a period of four months to April 30, 1965. If this proposal is acceptable to your government, I have the further honor to propose that this note and Your Excellency's note in reply concurring therein shall constitute an Agreement for the extension of above mentioned Agreement which shall enter into force on the date of your note and have effect from December 31, 1964.

Accept, Your Excellency, the renewed assurances of my highest esteem.

H. G. TORBERT, Jr.

His Excellency

ABDIRAZAK HAGI HUSSEN,  
*Acting Foreign Minister,*  
*Mogadiscio.*

*The Somali Acting Foreign Minister to the American Ambassador*

MINISTERO DEGLI AFFARI ESTERI

- 117480 -

YOUR EXCELLENCY,

I have the honour to refer to your letter dated December 29, 1964 which reads as follows:

"Excellency,

"I have the honour to refer to the Agreement for a Technical Co-operation Program for the Trust Territory of Somaliland under Italian Administration between the Government of Italya and the Government of the United States of America, signed on June 28, 1964, as amended in Rome by an exchange of notes, first on December 24, 1959, and then on June 30, 1960. As you will recall, by an exchange of notes dated January 28, 1961, and February 4, 1961, the Government of the Somali Republic agreed to assume the rights and obligations of the Italian Government and the administering authority as provided in said Agreement. Said Agreement has been extended by successive

correspondence between our two governments, the latest of which is a letter to me dated December 29, 1963, from the then Foreign Minister His Excellency Abdullahi Issa, extending the said Agreement until December 31, 1964, with the expectation that negotiations would continue between our two Governments to conclude a permanent Agreement.

"As Your Excellency is aware negotiations on a permanent Agreement have not been practicable during the past year because of the preoccupations of forming new Government in Somalia and of the many other Foreign Affairs problems of our two Governments. In accordance with my statements in recent conversations with the Director General of the Somali Foreign Ministry, Dr. Nicolino Mohamed, I am in possession of authorization from my government to commence negotiations, ad referendum, for a new and permanent Agreement whenever it is convenient to your government and will be prepared propose a suggested text. I understand that your Government is prepared to enter into these negotiations subject to certain more pressing requirements in the Foreign Affairs field but believes that an extension of the existing Agreement for a period of four months will be appropriate on the assumption that a new Agreement will be reached by that time. If negotiations have not been completed by that time, it is assumed that a further extension will be mutually agreeable.

"I accordingly have the honour to propose that the said Agreement, referred to in the first paragraph above, be further extended for a period of four months to April 30, 1965. If this proposal is acceptable to your Government, I have the further honour to propose that this note and Your Excellency's note in reply concurring therein shall constitute an Agreement for the extension of above mentioned Agreement which shall enter into force on the date of your note and have effect from December 31, 1964.

"Accept, Your Excellency, the renewed assurances of my highest esteem."

Accordingly, I am pleased to inform you that my Government agrees that the Agreement for a Technical Cooperation Program referred to in the first paragraph of your letter be extended for a period of four months to April 30, 1965, on the assumption that a new Agreement will be reached by that time.

I have also the honour to inform you that your note and this reply concurring therein shall constitute an Agreement for the extension of the above mentioned Agreement which shall enter into force on the date of this note and have effect from December 31, 1964.

Accept, Your Excellency, the assurance of my highest consideration.



Abdirizak Haji Hussein

  
Foreign Minister

MOGADISHU, December 30, 1964;

# RUMANIA

## Cultural Relations

*Arrangement effected by exchange of notes  
Signed at Washington December 23, 1964;  
Entered into force December 23, 1964.*

*The Secretary of State to the Rumanian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
December 23, 1964

**EXCELLENCY:**

I have the honor to refer to the recent discussions between representatives of the Government of the United States of America and the Government of the Rumanian People's Republic regarding the program of visits and exchanges in cultural, educational, scientific, and other fields during the calendar years 1965 and 1966.

In this connection, I wish to inform you that the Government of the United States approves the following provisions which record the understandings reached in the discussions:

**1. Education Exchanges**

a. Both Parties agree to provide for the exchange of graduate students, young instructors, and research scholars for purposes of advanced scholarly and scientific study between United States and Rumanian universities and other institutions of higher learning, including scientific institutes.

b. Both Parties agree to provide for exchanges between United States and Rumanian universities of professors and instructors for lectures, language instruction and study, consultations, and seminars.

**2. Scientific, Technical, and Industrial Exchanges**

a. Both Parties agree to encourage the development of exchanges in the field of science, including such exchanges as may be carried out between academies of sciences of both countries. To this end, each Party agrees to facilitate visits of scientists from the other country for the purpose of delivering lectures and addresses at scientific institutes and institutions of higher learning.

b. Both Parties favor the exchange of delegations composed of specialists and technicians who wish to study various aspects of technical and industrial activity in the other country.

c. Each Party, through diplomatic channels or appropriate authorized organizations, and on a mutual basis, shall continue to invite scientists and technicians to participate in national scientific meetings, congresses, and conferences as opportunities may arise.

### 3. Exchanges in Performing and Creative Arts

a. Both Parties agree to encourage and to support exchanges in the field of performing arts, including artistic, musical, and theatrical groups, conductors, theatrical supervisory personnel, and individual artists.

(1) Both Parties agree to facilitate the attendance of invitees to national musical competitions and other similar events with international participation which may be organized in each country.

b. Both Parties agree to encourage and support exchanges in the field of creative arts, including groups of writers, composers, artists, and others, as well as individuals in these categories.

### 4. Exchanges in Sports

a. Each Party agrees to encourage and facilitate invitations from its athletic and sports organizations in order that athletes from one country can participate in athletic and sports exhibitions and contests in the other country.

### 5. Exchanges of Books and Publications and Cooperation in the Field of Publishing

a. Both Parties agree to encourage and to assist in the exchanges of books, pamphlets, periodical literature, scholarly and scientific studies, microfilms, and other printed and duplicated materials devoted to educational, scientific, technical, cultural, and other subjects between university, public and specialized libraries and other appropriate institutions of both countries.

(1) Educational materials and publications may include university catalogues, textbooks, study programs, curricula, syllabi, visual aids, and documentary materials in various fields of study.

b. Both Parties agree to use their good offices to encourage the sale through commercial channels of books and other publications in the Rumanian language in the United States and in the English language in the Rumanian People's Republic.

c. Both Parties agree to encourage, subject to the consent of the authors or other parties in interest, the translation and publication in one country of scientific and literary works, including

anthologies, dictionaries, and other compilations, as well as scientific studies, reports and articles published in the other country.

#### 6. Radio and Television Exchanges

a. Both Parties agree to assist in the exchange of radio and television programs between American and Rumanian radio and television companies and organizations. The details of these exchanges will be worked out between the representatives of American radio and television companies designated by the Department of State and Rumanian radio and television organizations designated by the legal authorities, or between the Parties.

b. Each Party agrees to facilitate appearances, either recorded or in person, over radio and television by government officials, artists and public figures of the other country.

#### 7. Exhibits

a. Both Parties agree to provide for showings in several cities of exhibits from the other country during each of the two years these arrangements are in effect.

#### 8. Cooperation in the Field of Motion Pictures

a. Both Parties will encourage the conclusion of commercial contracts between American film companies approved by the Department of State and Rumanian film organizations approved by the legal authorities for the purchase and sale of mutually acceptable feature films.

b. Both Parties will encourage the exchanges of approved documentary and scientific films between corresponding organizations and assist their distribution through appropriate distribution channels.

c. Both Parties will seek to arrange annual special showings in their respective capitals and other cities of representative films to which film personalities from the other country may be invited.

d. Both Parties agree that all of the films exchanged, purchased, or sold in accordance with this section will be released in dubbed or subtitled versions. The contents of the films will be preserved and any changes must be agreed to by the supplying Party. Prior to its distribution, the release version of each film must be agreed to by a representative designated by the supplying Party.

e. The Parties favor and agree to encourage, under appropriate conditions, other means of cooperation in this field, such as the joint production of feature, documentary, and other films.

#### 9. Tourism

a. Both Parties favor the development of tourism between the two countries and agree to take measures, on the basis of equality of

opportunity, to satisfy better the requests of tourists to acquaint themselves with the way of life, work, and culture of the respective peoples.

Specific details and programs of the above-mentioned visits and exchanges will be agreed upon through diplomatic channels or by approved organizations. Except where other mutually satisfactory arrangements have been made, it is agreed that individual visitors and delegations will pay their own expenses to and in the receiving country. It is understood that the arrangements agreed upon do not exclude the possibility of additional visits and exchanges which may be mutually acceptable to the two Parties or which may be undertaken by interested United States and Rumanian organizations or private citizens, it being understood that arrangements for additional exchanges, as appropriate, will be facilitated by prior agreement in diplomatic channels or between approved organizations. It is also understood that the commitments provided for above shall be subject to the constitutional requirements and applicable laws and regulations of the two countries.

It is further understood that this arrangement may be renewed by an exchange of notes between the two Parties prior to the end of 1966.

The Government of the United States of America takes note of the approval by the Government of the Rumanian People's Republic of these understandings as confirmed in your note of today's date.

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

For the Secretary of State:

WILLIAM R. TYLER  
*Assistant Secretary of State*

His Excellency

PETRE BALACEANU,

*Ambassador of the  
Rumanian People's Republic.*

*The Rumanian Ambassador to the Secretary of State*

EMBASSY OF THE  
RUMANIAN PEOPLE'S REPUBLIC  
WASHINGTON, D. C.

WASHINGTON, 23 decembrie 1964.

EXCELENȚĂ,

Am onoarea să mă refer la discuțiile recente dintre reprezentanții guvernului Republicii Populare Române și ai guvernului Statelor Unite ale Americii cu privire la programul de vizite și schimburile în domeniul culturii, învățământului, științei și în alte domenii în cursul anilor calendaristici 1965 și 1966.

TIAS 5739

In legătură cu aceasta doresc să vă informez că guvernul Republicii Populare Romîne aproba următoarele prevederi asupra cărora s-a căzut de acord în timpul discuțiilor:

**I. SCHIMBURI IN DOMENIUL INVATAMINTULUI.**

a. Cele două Părți sunt de acord să asigure schimbul de absolvenți universitari, tinere cadre didactice și cercetători științifici între universități și alte instituții de învățămînt superior, precum și între institute științifice din Republica Populară Romînă și din Statele Unite ale Americii, în vederea unor studii de perfecționare și cu caracter științific.

b. Ambele Părți sunt de acord să asigure schimburile de profesori și lectori între universitățile din Republica Populară Romînă și Statele Unite ale Americii, pentru conferințe, studiu sau predarea limbii, consultații și seminarii.

**II. SCHIMBURI STIINȚIFICE, TEHNICE SI INDUSTRIALE.**

a. Cele două Părți sunt de acord să încurajeze dezvoltarea schimburilor în domeniul științei, inclusiv schimburile care ar putea avea loc între academiiile de științe din cele două țări. În acest scop, fiecare Parte este de acord să faciliteze vizite ale unor oameni de știință din cealaltă țară, pentru a ține conferințe și comunicări la institute științifice și instituții de învățămînt superior.

b. Ambele Părți vor favoriza schimbul de delegații de specialiști și tehnicieni care doresc să studieze diferite aspecte ale activității tehnice și industriale din cealaltă țară.

c. Părțile vor continua să invite în mod reciproc pe cale diplomatică sau prin organizații corespunzătoare autorizate—oameni de știință și tehnicieni pentru a participa la întîlniri științifice naționale, congrese și conferințe, pe măsură ce se ivesc asemenea ocazii.

**III. SCHIMBURI IN DOMENIUL ARTELOR INTERPRETATIVE SI AL CREATIEI ARTISTICE.**

a. Ambele Părți sunt de acord să încurajeze și să sprijine schimburile în domeniul artelor interpretative, inclusiv grupuri artistice, muzicale și teatrale, dirijori, oameni de teatru și artiști individuali.

1. Ambele Părți sunt de acord să faciliteze participarea persoanelor invitate la concursuri muzicale naționale și altemanifestări similare cu participare internațională, care vor fi organizate în fiecare țară.

b. Ambele Părți sunt de acord să încurajeze și să sprijine schimburile în domeniul artelor creative, inclusiv grupuri de scriitori, compozitori, artiști și alții, precum și persoane individuale din aceste categorii.

**IV. SCHIMBURI IN DOMENIUL SPORTULUI.**

a. Fiecare Parte este de acord să încurajeze și să faciliteze invitarea de către organizațiile sale sportive de sportivi din cealaltă țară pentru a participa la manifestări și concursuri sportive din țara proprie.

**V. SCHIMBURI DE CARTI SI PUBLICATII SI COLABORARE IN DOMENIUL EDITARII.**

a. Ambele Părți sunt de acord să încurajeze și să sprijine schimburile de cărți, broșuri, literatură periodică, studii didactice și științifice, microfilme și alte materiale tipărite și multiplificate, destinate învățământului, științei, tehnicii, culturii și altor domenii între universități, biblioteci publice și de specialitate și între alte instituții, corespunzătoare din cele două țări.

1. Materialele și publicațiile destinate învățământului pot cuprinde liste de lucrări universitare, manuale, programe de studii, prospecțe, programe analitice, materiale ilustrative și documentare din diferite domenii de studiu.

b. Ambele Părți sunt de acord să folosească bunele lor oficii pentru a încuraja vînzarea pe cale comercială a cărților și a altor publicații în limba engleză în Republica Populară Română și în limba română în Statele Unite.

c. Ambele Părți sunt de acord să încurajeze, cu consumământul autorilor sau altor părți interesate, traducerea și publicarea într-o țară de opere științifice și literare, inclusiv antologii, dicționare și alte culegeri, precum și studii din domeniul științei, reportaje și articole publicate în cealaltă țară.

**VI. SCHIMBURI IN DOMENIUL RADIO SI TELEVIZIUNE.**

a. Ambele Părți sunt de acord să sprijine schimbul de programe de radio și televiziune între organizațiile și societățile de radio și televiziune românești și americane. Detaliile privind aceste schimburi vor fi stabilite între reprezentanții organizațiilor de radio și televiziune din Republica Populară Română, desemnate de către autoritățile legale și ai societăților americane de radio și televiziune, desemnate de către Departamentul de Stat, sau între cele două Părți.

b. Fiecare Parte este de acord să faciliteze apariția, prin înregistrări sau în persoană, la radio și televiziune a unor persoane oficiale guvernamentale, artiștilor și altor personalități publice din cealaltă țară.

**VII. EXPOZITII.**

a. Ambele Părți sunt de acord să asigure prezentarea într-un număr de orașe a unor expoziții din cealaltă țară în fiecare din cei doi ani, cît este în vigoare prezentul Aranjament.

**VIII. COLABORAREA IN DOMENIUL CINEMATOGRAFIEI.**

a. Ambele Părți vor încuraja încheierea de contracte comerciale între organizațiile românești de filme, aprobate de către forurile legale și companiile americane de filme, aprobate de către Departamentul de Stat, pentru cumpărarea și vînzarea filmelor artistice reciproc acceptabile.

b. Ambele Părți vor încuraja schimburile de filme documentare și științifice, aprobate, între organizațiile corespondente și vor sprijini difuzarea lor prin căi de difuzare adecvate.

c. Ambele Părți vor căuta să organizeze anual prezentări speciale de filme reprezentative în capitalele respective și în alte orașe, la care vor putea fi invitate personalități cinematografice din celalătă țară.

d. Ambele Părți sunt de acord ca toate filmele schimbate, cumpărate sau vîndute, în conformitate cu acest capitol, să fie difuzate în versiuni dublate sau subtitrate. Conținutul filmelor va fi menținut și orice schimbare trebuie să fie făcută cu acordul Părții furnizoare. Înaintea difuzării sale, versiunea respectivă a fiecărui film trebuie să fie aprobată de un reprezentant desemnat de Partea furnizoare.

e. Părțile vor favoriza și sănt de acord să încurajeze, în condiții corespunzătoare, cooperarea în acest domeniu și prin alte mijloace, cum ar fi coproducția de filme artistice, documentare sau de alte filme.

**IX. TURISM.**

a. Ambele Părți favorizează dezvoltarea turismului între cele două țări și sunt de acord să ia măsuri, pe baza egalității de posibilități, pentru a satisface mai bine cerințele turiștilor de a cunoaște felul de viață, munca și cultura popoarelor respective.

Asupra detaliilor și programelor concrete ale vizitelor și schimburilor susmenționate se va cădea de acord pe cale diplomatică sau între organizațiile autorizate.

Cu excepția cazurilor în care s-au făcute alte aranjamente reciproc satisfăcătoare, este convenit ca vizitatorii individuali și delegațiile vizitatoare să-și plătească singuri cheltuielile pînă și în țara primitoare.

Se înțelege că aranjamentele asupra cărora s-a căzut de acord nu exclud posibilitatea unor vizite și schimburi suplimentare reciproc acceptabile, sau care pot fi întreprinse de către organizații sau persoane particulare interesate din Republica Populară Română și Statele Unite ale Americii, și că aranjamentele pentru schimburi suplimentare vor fi facilitate în mod corespunzător prin înțelegeri premergătoare, pe căi diplomatice sau între organizații autorizate.

Se înțelege de asemenea, că aranjamentele de mai sus vor fi condiționate de prevederile constituționale, legile și regulamentele în vigoare în cele două țări.

Se înțelege de asemenea că acest Aranjament poate fi reînnoit printr-un schimb de Note între cele două Părți, înainte de sfîrșitul anului 1966.

Guvernul Republicii Populare Române ia act de aprobarea guvernului Statelor Unite ale Americii cu privire la aceste înțelegeri, după cum se confirmă în Nota dumneavoastră cu data de azi.

Primiți, Excelență, reînnoirea asigurării considerației mele celei mai înalte.

P. BALACEANU

Petre Bălăceanu

*Ambasador Extraordinar și Plenipotențiar al Republicii Populare Române în Statele Unite ale Americii.*

Excelenței Sale,

DEAN RUSK, *Secretar de Stat al*

*Statelor Unite ale Americii – Washington, D.C.*

*Translation*

EMBASSY OF THE  
RUMANIAN PEOPLE'S REPUBLIC  
WASHINGTON, D.C.

DECEMBER 23, 1964

EXCELLENCY:

I have the honor to refer to the recent discussions between representatives of the Government of the Rumanian People's Republic and of the Government of the United States of America regarding the program of visits and exchanges in cultural, educational, scientific and other fields during the calendar years 1965 and 1966.

In this connection, I wish to inform you that the Government of the Rumanian People's Republic approves the following provisions, which were agreed on in the discussions:

[For the English language text of the provisions see *ante*,  
pp. 2460–2463.]

The Government of the Rumanian People's Republic takes note of the approval by the Government of the United States of America of these understandings, as confirmed in your note of today's date.

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

P. BALACEANU

Petre Balanceanu

*Ambassador Extraordinary and Plenipotentiary of the Rumanian People's Republic to the United States of America*

His Excellency

DEAN RUSK,

*Secretary of State of the  
United States of America,  
Washington, D.C.*

# PORTUGAL

## Maritime Matters: Use of Portuguese Ports and Territorial Waters by the N.S. *Savannah*

*Agreement effected by exchange of notes  
Signed at Lisbon November 12, 1964;  
Entered into force November 12, 1964.*

*The American Ambassador to the Portuguese Minister of Foreign Affairs*

No. 90

LISBON, November 12, 1964.

**EXCELLENCY:**

I have the honor to attach as an Annex to this Note the text, in both English and Portuguese, of an Accord, with its Appendix, which has resulted from communications and discussions between representatives of our two Governments regarding the use of Portuguese ports and territorial waters by the N. S. SAVANNAH.

I have the honor to propose that if the provisions of the attached documents are acceptable to your Government, this Note and its attachments and Your Excellency's reply concurring therein shall constitute an agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply.

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

GEORGE W. ANDERSON

Enclosure:

Text of Agreement in English  
and Portuguese.

His Excellency

Dr. ALBERTO FRANCO NOGUEIRA,  
Minister of Foreign Affairs,  
Lisbon.

**AGREEMENT BETWEEN THE GOVERNMENT OF PORTUGAL  
AND THE GOVERNMENT OF THE UNITED STATES OF  
AMERICA ON THE USE OF PORTS BY THE N. S. SAVANNAH**

The Government of Portugal and the United States of America, having a mutual interest in the peaceful uses of atomic energy, including its application to the merchant marine, have agreed as follows:

**Article I – Entry of the N. S. SAVANNAH into Ports of Portugal – Entry** of the SAVANNAH (hereafter designated as the "Ship") into Portuguese ports and the use thereof shall be subject to the prior approval of the Government of Portugal, and shall be subject to the provisions of Appendix A (Statement of Principles Governing the Entry of the N. S. SAVANNAH into Ports of Portugal) which is an integral part hereof.

**Article II – Safety Assessment – (a)** To enable the Government of Portugal to consider the grant of approval for entry and use of Portuguese ports by the Ship, the Government of the United States shall provide a Safety Assessment prepared in accordance with Regulation 7 of Chapter VIII of the Safety of Life at Sea Convention of 1960<sup>[1]</sup> and in accordance with Recommendation 9 of Annex C of that Convention.<sup>[2]</sup>

(b) As soon as practicable after receipt of the Safety Assessment, the Government of Portugal shall notify the Government of the United States that the ship can be operated in the ports and territorial waters of Portugal in accordance with this agreement and the Safety Assessment.

**Article III – Port Arrangements – (a)** Designated authorities of the Government of Portugal shall make arrangements with appropriate local governmental authorities for entrance of the Ship into Portuguese ports and the use thereof.

(b) Local governmental authorities shall be responsible for fire and police protection, crowd control and the general preparation of the harbor with respect to acceptance of the Ship.

(c) Control of public access to the Ship shall be the responsibility of the Master of the Ship. Special arrangements relating to such control shall be developed by the Master with the concurrence of designated authorities of the Government of Portugal.

(d) The Master shall comply with local regulations so long as in the opinion of the Master these regulations do not adversely affect the operating safety of the nuclear plant.

**Article IV – Inspection – While the Ship is within Portuguese territorial waters, the designated authorities shall have reasonable in-**

<sup>1</sup> Done at London June 17, 1960. Will enter into force May 26, 1965. For text see S. Ex. Doc. K, 87th Cong., 1st sess., pp. 370, 444.

<sup>2</sup> Should read "Annex C to the Final Act of the International Conference on Safety of Life at Sea, 1960."

spection access to the Ship and its operating records and program data for purposes of determining whether the Ship has been operating in accordance with the operating manual of the Ship.

Article V – Radioactive Waste – The Government of the United States shall ensure that no disposal of radioactive liquid or solid wastes shall take place from the Ship while she is within the territorial waters of Portugal without the specific prior approval of the designated authorities of the Government of Portugal.

Article VI – Maintenance and Servicing – The use of contractors for maintenance, repair and servicing of the nuclear equipment on the Ship in Portuguese waters shall be restricted to those contractors having the approval of appropriate Portuguese authorities for the rendering of such services.

Article VII – Casualties – A report, such as is required by Chapter VIII Regulation 12 of the Safety of Life at Sea Convention of 1960, shall be made to the designated authorities by the Master of the Ship in the event of any accident, likely to lead to an environmental hazard, while the SAVANNAH is in or is approaching the territorial waters of Portugal.

Article VIII – Termination – Either Government may terminate the agreement by giving no less than 90 days notice to the other.

Article IX – Term of Agreement – In the event of entry into force of any general multilateral convention relating to the safety and operating procedures or third party liability of nuclear powered merchant ships by which both Governments become bound, the present Agreement shall be amended by agreement of the parties so as to conform with the provisions of such Convention.

Article X – Effective Date – The present agreement shall enter into force upon signature by the contracting parties.

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#### STATEMENT OF PRINCIPLES GOVERNING THE ENTRY OF THE N.S. SAVANNAH INTO PORTS OF PORTUGAL

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##### APPENDIX A

The Government of Portugal and the Government of the United States of America, having a mutual interest in the peaceful uses of atomic energy and its application to the merchant marine, have agreed upon the following principles to govern the entry of the N. S. SAVANNAH into ports of Portugal:

Article I. The visits of the SAVANNAH to ports of Portugal shall be governed by the principles and procedures set forth in Chapter VIII of the Safety of Life at Sea Convention as proposed by the 1960

London Conference and the proposed Annex C to the Convention, being the Recommendations Applicable to Nuclear Ships.

Article II. The Government of Portugal shall determine the port or ports to be visited and will designate the authorities responsible for acceptance arrangements and for special control under Regulation 11 of Chapter VIII of the proposed SOLAS Convention.

Article III. The Government of the United States agrees that in any legal action or proceeding brought, in personam, against the United States, in a Portuguese court of competent jurisdiction, on account of any nuclear incident caused by the N. S. SAVANNAH in a Portuguese port or where damage arising out of or resulting from a nuclear incident caused by the N. S. SAVANNAH is sustained in Portugal, on a voyage to or departing from Portugal, the United States will not interpose the defense of sovereign immunity but will submit to the jurisdiction of such court; and, in such event, the United States will not seek to invoke the provisions of the Portuguese law, or any other law, relating to the limitation of shipowner's liability.

Article IV. The Government of the United States represents that there is an agreement in effect between the U.S. Atomic Energy Commission and the U.S. Maritime Administration whereunder the Atomic Energy Commission, acting upon the authority of Section 170 of the Atomic Energy Act of 1954 [¹] (Public Law 83-703), [²] as amended by Public Law 85-256 and Public Law 85-602, has agreed to indemnify the United States Maritime Administration and other persons indemnified against claims for public liability arising from a nuclear incident in connection with the design, development, construction, operation, repair, maintenance or use of the Ship in the amount of \$500 million including the reasonable costs of investigating and settling claims and defending suits for damage. This sum represents the maximum amount for which the United States will be liable for a single nuclear incident involving the SAVANNAH.

Article V. If the above indemnification of the United States Maritime Administration should for any reason terminate, the United States agrees that it will not cause or permit the entry of the SAVANNAH into any Portuguese port unless there shall be in effect either (1) an agreement of indemnification entered into by the U.S. Atomic Energy Commission under the authority of Section 170 of the Atomic Energy Act of 1954, as amended, and affording a no less favorable measure of indemnification to that described above: or (2) an agreement of indemnification in some form acceptable to the Government of Portugal.

Article VI. (a) The term "nuclear incident" means any occurrence causing bodily injury, sickness, disease, or death, or loss of or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special nuclear, or by-product material.

<sup>1</sup> 71 Stat. 576, 72 Stat. 525; 42 U.S.C. § 2210 (a)-(l).

<sup>2</sup> 68 Stat. 919; 42 U.S.C. § 2011 note.

(b) The term "nuclear incident involving the SAVANNAH" means any nuclear incident in connection with, arising out of, or resulting from the operation, repair, maintenance or use of the SAVANNAH.

(c) The term "person indemnified" means the person with whom an indemnity agreement is executed and any other person who may be liable for public liability for a nuclear incident involving the SAVANNAH.

(d) The term "public liability" means any legal liability arising out of or resulting from a nuclear incident, except: (I) claims under United States state or federal workmen's compensation acts of employees of persons indemnified who are employed at the site of and in connection with the activity where the nuclear incident occurs; and (II) claims arising out of an act of war. "Public liability" also includes damage to property of persons indemnified, except the SAVANNAH and other property which is located at the site of and used in connection with the activity where the nuclear incident occurs.

Article VII. In the event of the entry into force of a multilateral convention relating to safety and operating procedures or third party liability of nuclear ships by which both Portugal and the United States become bound, the principles adopted herein shall be amended so as to conform to the provisions of such convention.

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*The Portuguese Minister of Foreign Affairs to the American Ambassador*

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS  
Gabinete do Ministro

LISBOA, 12 de Novembro de 1964

SENHOR EMBAIXADOR,

Tenho a honra de acusar a recepção da Nota de Vossa Excelência, com data de hoje, cujo teor é o seguinte:

"Tenho a honra de juntamente remeter em Anexo à presente Nota o texto, em inglês e português, de um Acordo, e respectivo Apêndice, o qual constitui o resultado da troca de comunicações e de discussões entre representantes dos nossos dois Governos tendo em vista o uso de portos portugueses e águas territoriais pelo N.S. SAVANNAH.

Tenho a honra de propor que se as disposições dos documentos anexos forem aceitáveis para o seu Governo, a presente Nota e os documentos que a acompanham e a resposta concordante de Vossa Excelência constituam um acordo entre os nossos dois Governos, o qual entrará em vigor na data da resposta de Vossa Excelência".

Tenho a honra de confirmar o acordo do Governo português com o que precede.

Juntam-se, também, à presente Nota os textos, em português e inglês, do Anexo e respectivo Apêndice acima referidos e que acompanhavam a Nota de Vossa Excelência.

Aproveito a oportunidade para reiterar a Vossa Exceléncia, Senhor Embaixador, os protestos da minha mais alta consideração.

A FRANCO NOGUEIRA

Sua Exceléncia

o Almirante GEORGE W. ANDERSON

*Embaixador dos Estados Unidos da América  
em Lisboa*

ANEXO A

ACORDO ENTRE O GOVERNO PORTUGUÉS E O GOVERNO  
DOS ESTADOS UNIDOS DA AMÉRICA PARA USO DE PORTOS  
PORTUGUESES PELO N/N “SAVANNAH”

O Governo de Portugal e o Governo dos Estados Unidos da América, tendo um interesse mútuo no uso pacífico da energia atómica, incluindo a sua aplicação à marinha mercante, acordaram no seguinte:

Artigo I. Entrada do N/N “SAVANNAH” nos portos de Portugal  
A entrada do “SAVANNAH” (a seguir designado como “o navio”) nos portos portugueses e o uso dos mesmos será sujeita à aprovação prévia do Governo de Portugal, e às disposições do apêndice A (DECLARAÇÃO DE PRINCÍPIOS REGULANDO A ENTRADA DO N/N “SAVANNAH” EM PORTOS DE PORTUGAL) o qual constituirá parte integrante do presente acordo.

Artigo II. Documentação de Segurança – (a) Para tornar possível ao Governo de Portugal o exame da concessão de autorização para entrada e uso de portos portugueses pelo Navio, o Governo dos Estados Unidos fornecerá uma documentação de segurança preparada de acordo com a regra 7 do capítulo VIII da Convenção para a Salvaguarda da Vida Humana no Mar de 1960 e seguindo a recomendação 9 do anexo C dessa Convenção.

(b) Tão depressa quanto possível depois da recepção da documentação de segurança, o Governo de Portugal notificará o Governo dos Estados Unidos de que o Navio poderá ser utilizado nos portos e águas territoriais de Portugal segundo este acordo e a documentação de segurança.

Artigo III. Medidas a tomar no porto – (a) As autoridades designadas pelo Governo de Portugal darão instruções às autoridades locais competentes para a entrada do Navio em portos portugueses e para a sua utilização.

(b) As autoridades governamentais locais serão responsáveis pela protecção contra incêndios, medidas policiais incluindo as que digam respeito a aglomerações e pela preparação geral do porto no que diz respeito ao recebimento do Navio.

(c) A fiscalização do acesso do público ao Navio será da responsabilidade do seu Capitão.

O Capitão tomará medidas especiais relativas a tal fiscalização em colaboração com as Autoridades designadas pelo Governo de Portugal.

(d) O Capitão agirá de acordo com os regulamentos locais até ao ponto em que entenda que tais regulamentos passem a afectar a segurança de funcionamento da instalação nuclear.

Artigo IV. Inspecção — Enquanto o Navio estiver em águas territoriais portuguesas, as autoridades competentes terão acesso para uma inspecção razoável do Navio, dos seus registos de serviço e dados normais de funcionamento para o fim de verificarem se o navio tem estado a trabalhar de acordo com o seu manual de funcionamento.

Artigo V. Resíduos Radioactivos — O Governo dos Estados Unidos garantirá de que não será lançado do Navio resíduo radioactivo sólido ou líquido enquanto o mesmo estiver nas águas territoriais de Portugal, sem a aprovação prévia e específica das autoridades designadas pelo Governo Português.

Artigo VI. Manutenção e Conservação — O recurso a empreiteiros para a manutenção, reparação e conservação do equipamento nuclear do Navio em águas territoriais portuguesas será limitado aos que obtiverem aprovação das autoridades portuguesas competentes para a prestação de tais serviços.

Artigo VII. Desastres — Em caso de acidente que possa conduzir a prejuízo nas zonas circunvizinhas do "SAVANNAH" enquanto o mesmo se encontrar ou se estiver aproximando das águas territoriais portuguesas, o capitão do navio—de acordo com a Regra XII do Capítulo VIII da Convenção para a Salvaguarda da Vida Humana no Mar de 1960 fará um relatório às autoridades portuguesas competentes.

Artigo VIII. Rescisão do Acordo — Qualquer dos dois Governos poderá rescindir este acordo com aviso prévio ao outro de não menos de 90 dias de antecedência.

Artigo IX. Duração do Acordo — No caso de entrar em vigor qualquer convenção geral multilateral dizendo respeito a métodos de segurança e funcionamento ou responsabilidade para com terceiros de navios mercantes providos de instalação nuclear pela qual ambos os Governos fiquem ligados, o presente acordo será modificado por acordo das duas partes, de maneira a ficar conforme as disposições de tal convenção.

Artigo X. Entrada em Vigor — O presente acordo entrará em vigor na data da sua assinatura pelas partes contratantes.

APENDICE A**DECLARAÇÃO DE PRINCIPIOS REGULANDO A ENTRADA DO  
N/N “SAVANNAH” EM PORTOS DE PORTUGAL**

O Governo de Portugal e o Governo dos Estados Unidos da América, tendo um interesse mútuo nos usos pacíficos de energia atómica e na sua aplicação à Marinha Mercante, acordaram nos seguintes princípios para regularem a entrada do N/N “SAVANNAH” nos portos de Portugal.

**Artigo I.** As visitas do “SAVANNAH” aos portos de Portugal regular-se-ão pelos princípios e processos estabelecidos no Capítulo VIII da Convenção para Salvaguarda da Vida Humana no Mar, na forma em que foi proposta pela Conferência de Londres de 1960 e o proposto Anexo C à Convenção cujas recomendações são aplicáveis a navios nucleares.

**Artigo II.** O Governo de Portugal determinará o porto ou portos a visitar e designará as autoridades responsáveis pelos acordos de aceitação e pelo controle especial nos termos do Regulamento 11 do Capítulo VIII da proposta Convenção para Salvaguarda da Vida Humana no Mar.

**Artigo III.** O Governo dos Estados Unidos concorda que em qualquer acção ou processo legal proposto “in personam”, contra os Estados Unidos, num tribunal português de jurisdição competente, por causa de qualquer incidente nuclear causado pelo N/N “SAVANNAH” num porto português ou quando o prejuízo provocado por ou resultante de incidente nuclear causado pelo N/N “SAVANNAH” fôr sofrido em Portugal, numa viagem para ou partindo de Portugal, os Estados Unidos não interporão a defesa da imunidade de soberania mas submeterse-ão à jurisdição de tal tribunal; e, em tal caso, os Estados Unidos não procurarão invocar as disposições da lei portuguesa ou de qualquer outra lei, dizendo respeito à limitação da responsabilidade do Armador.

**Artigo IV.** O Governo dos Estados Unidos declara que existe um acordo em vigor entre a Comissão de Energia Atómica dos E.U.A. e a Administração Marítima dos E.U.A. nos termos da qual a Comissão de Energia Atómica, agindo na capacidade estabelecida na Secção 170 do “Atomic Energy Act” de 1954 (Lei 83-703), com as emendas de Lei 83-256 e a Lei 85-602, concordou em indemnizar a Administração Marítima dos E.U.A. e outras entidades a indemnizar por acções de responsabilidades derivadas de um incidente nuclear ligado à concepção e projecto, seu desenvolvimento, construção, funcionamento, reparação, manutenção e utilização do navio até à quantia de 500 milhões de Dollars incluindo os custos razoáveis de investigação e definição dos pedidos e da defesa nas demandas por prejuízos.

Esta soma representa a quantia máxima pela qual os Estados Unidos poderão ser responsabilizados por cada incidente nuclear envolvendo o "SAVANNAH".

Artigo V. Se a responsabilidade da Administração Marítima dos Estados Unidos, acima mencionada, terminar por qualquer razão, os Estados Unidos concordam em não causarem ou permitirem a entrada do "SAVANNAH" em qualquer porto português a não ser que (1) esteja em vigor um acordo de indemnização feito pela Comissão Atómica dos Estados Unidos conforme Secção 170 do "Atomic Energy Act" de 1954, com emendas, e dando uma indemnização não inferior à acima descrita; ou (2) um acordo de indemnização de qualquer natureza aceitável pelo Governo de Portugal.

Artigo VI. a) O termo "incidente nuclear" significa qualquer ocorrência que cause injúrias corporais, enfermidade, doença, ou morte, ou a perda ou o dano de propriedade, ou a perda do uso de propriedade, provocadas ou resultantes das propriedades radioactivas, toxicas, explosivas ou quaisquer outras, de combustível nuclear, de matérias nucleares especiais, ou dos seus resíduos.

b) O termo "incidente nuclear envolvendo o SAVANNAH" significa qualquer incidente em relação com, causado por ou resultante de operação, reparação, manutenção ou uso do SAVANNAH.

c) O termo "pessoa indemnizada" significa uma pessoa com a qual existe um acordo de indemnização ou qualquer outra pessoa que possa ser sujeita a responsabilidade pública por um incidente nuclear que envolva o SAVANNAH.

d) O termo "responsabilidade pública" significa qualquer responsabilidade legal causada por ou resultante de um incidente nuclear excepto: (I) reclamações ao abrigo da legislação estadual ou federal dos Estados Unidos em matéria de indemnização de trabalho de empregados de pessoas abrangidas pela indemnização que trabalhem no local e em relação com as actividades exercidas no local em que ocorre o acidente nuclear; e (II) reclamações resultantes de um acto de guerra. "Responsabilidade pública" inclui também o dano causado à propriedade das pessoas indemnizadas, excepto o SAVANNAH e outras propriedades que estejam situadas no local e utilizadas em relação com a actividade onde ocorre o acidente nuclear.

Artigo VII. No caso da entrada em vigor de uma convenção multilateral dizendo respeito à salvaguarda e processos de execução ou responsabilidade de terceiros por navios nucleares pela qual tanto Portugal como os Estados Unidos estejam ligados, os princípios aqui consignados serão emendados para se conformarem às previsões de tal Convenção.

*Translation*

MINISTRY OF FOREIGN AFFAIRS  
Office of the Minister

LISBON, November 12, 1964

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note dated today, which reads as follows:

[For the English language text see *ante*, p. 2469.]

I have the honor to confirm the Portuguese Government's agreement to the foregoing.

The English and Portuguese texts of the aforesaid Annex and its Appendix, which were enclosed with Your Excellency's Note, are attached to this Note.

I avail myself of the opportunity to renew to Your Excellency, Mr. Ambassador, the assurances of my highest consideration.

A FRANCO NOGUEIRA

His Excellency

Admiral GEORGE W. ANDERSON,  
*Ambassador of the United States of America,*  
*Lisbon.*

# PORTUGAL

## Trade in Cotton Textiles

*Arrangement effected by exchange of notes  
Signed at Lisbon March 12, 1964;  
Entered into force March 12, 1964.  
With related notes.*

---

*Portuguese Minister to Counselor, U.S. Embassy*

LISBON, March 12, 1964

DEAR MR. BLUE,

I have the honor to refer to the recent discussions held in Lisbon and Geneva by representatives of Government of Portugal and the Government of the United States of America concerning trade in cotton textiles between Portugal and the United States, and to confirm, on behalf of the Government of Portugal, the understandings reached by the two Governments that, pursuant to the provision of Article Four of the Long-Term Arrangement regarding international trade in cotton textiles done in Geneva on February 9, 1962, [¹] the bilateral arrangement attached hereto will be applied between the two Governments for the period of the three years beginning January 1, 1964, subject to the provisions thereof.

I have further the honor to request you to be good enough to confirm the foregoing understandings on behalf of the Government of the United States.

Accept, sir, the renewed assurance of my high consideration.

CARLOS FERNANDES

Mr. WILLIAM L. BLUE  
*Counselor of the United States Embassy  
Lisbon.*

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<sup>1</sup> TIAS 5240; 13 UST 2676.

**Arrangement between the Government of the United States of America and the Government of Portugal concerning Trade in Cotton Textiles Between United States and Portugal**

Pursuant to the provisions of Article 4 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 (hereinafter called the Long-Term Arrangement), permitting "mutually acceptable arrangements on other terms not inconsistent with the basic objectives of this Arrangement", the following Arrangement shall be applied by the two Governments for the period of three years beginning January 1, 1964, subject to the provisions herein.

1. The purpose of this Arrangement is to provide for orderly development of trade in cotton textiles between the United States and Portugal. To achieve this purpose:

- a) The United States Government shall cooperate with the Portuguese Government in promoting orderly development of trade in cotton textiles between Portugal and the United States, and
- b) The Portuguese Government shall maintain, for the period of three years beginning January 1, 1964, an annual aggregate limit for exports of cotton textiles to the United States, and annual limits for major groups subject to the provisions of this Arrangement.

2. The annual aggregate limit for 1964 shall be 90,000,000 square yards equivalent. The above quantity shall be subdivided into three major groups as follows:

I. Cotton yarn (Categories 1-4) <sup>1</sup>	58,200,000 syd equiv.
II. Fabrics and made up goods (Categories 5-38 and 64) <sup>1</sup>	23,700,000 syd equiv.
III. Apparel (Categories 39-63) <sup>1</sup>	8,100,000 syd equiv.
<b>TOTAL</b>	<b>90,000,000 syd equiv.</b>

<sup>1</sup> These categories are defined in the Annex hereto.

3. Within the group ceilings established by paragraph 2, the following specific ceilings shall apply:

**GROUP I**

Category No. 1	9,550,000 lbs.
Category No. 2	750,000 lbs.
Category No. 3	2,200,000 lbs.
Category No. 4	150,000 lbs.

GROUP II

Category No. 5 and 6	7,500,000 syds <sup>1</sup>
Category No. 9	6,500,000 syds
Category No. 19	800,000 syds
Category No. 24 and 25	4,400,000 syds <sup>2</sup>
Category No. 26	2,000,000 syds
Category No. 28	300,000 pcs
Category No. 64	100,000 lbs <sup>3</sup>

<sup>1</sup> Within this ceiling, annual exports in category 6 shall not exceed 4,200,000 syds.

<sup>2</sup> Within this ceiling, annual exports in category 25 shall not exceed 1,600,000 syds.

<sup>3</sup> This ceiling shall apply only to quilt covers, not ornamented (TSUSA 363.6025).

GROUP III

Category No. 41, 42, 43	70,000 dz
Category No. 45	20,000 dz
Category No. 46	30,000 dz
Category No. 47	30,000 dz
Category No. 50	20,000 dz
Category No. 51	20,000 dz
Category No. 52	30,000 dz
Category No. 53	30,000 dz <sup>1</sup>
Category No. 55	20,000 dz
Category No. 60	15,000 dz
Category No. 62	50,000 lbs <sup>2</sup>

Two or three piece ladies' suits made from woven or knit fabrics 300,000 lbs <sup>3</sup>

<sup>1</sup> Made of woven or knitted fabrics.

<sup>2</sup> This ceiling shall apply only to sweatshirts. (TSUSA numbers 380.0309; 380.0645; 382.0312; 382.0665).

<sup>3</sup> TSUSA numbers 382.0318; 382.0377; 382.0695; 382.3390.

## 4. A provision for "flexibility" is provided as follows:

- a) Within the aggregate annual limit, the group and category ceilings may be exceeded by not more than five per cent;
- b) Within the ceiling for each group, the square yard equivalent of shortfalls in any category or categories with specific ceiling or ceilings may be used in any category or categories not given specific ceiling or ceilings.

5. The aggregate limit for 1965 shall be increased by 3 per cent. The aggregate limit for 1966 shall be increased by 5 per cent over the limit for 1965.

The percentage increase for 1965 and 1966 shall be applied to each limit for the groups and to each limit or ceiling within the groups.

6. Wherever it is necessary for the purposes of this Arrangement to convert units other than square yards (e.g., dozen, pieces, pounds, etc.) into square yard equivalent, the conversion factors set forth in the Annex hereto shall apply.

7. With the exception of seasonal items the Government of Portugal shall space its annual exports within each category or combination of categories given a specific ceiling on a cumulative, quarterly percentage basis of 30-55-80-100.

8. The two Governments undertake to consult whenever there is any question arising from the implementation of this Arrangement.

- a) If instances of excessive concentration of Portuguese exports of apparel products made from a particular type of fabric should cause or threaten to cause disruption of United States domestic market, the United States Government may request in writing consultations with the Portuguese Government to determine an appropriate course of action.
- b) Such a request shall be accompanied by a detailed, factual statement of the reasons and justification for the request, including relevant data on domestic production and consumption and on imports from third countries. During the course of such consultations, the Portuguese Government shall maintain exports of the articles concerned on a quarterly basis at annual levels not in excess of 105 per cent of the exports of such products during the first 12 months of the 15-month period prior to the month in which consultations are requested or at annual levels not in excess of 90 per cent of the exports of such products during the 12 months prior to the month in which consultations are requested, whichever is higher.
- c) This provision should only be resorted to sparingly. In the event that the Portuguese Government considers that the substance of the present Arrangement would be seriously affected due to such consultations, the Portuguese Government may request that the consultations include a discussion of possible modifications of those categories under specific ceilings.

9. In the event that Portugal plans to export during any calendar year more than 350,000 square yard equivalent in any category not given specific ceiling, the Government of Portugal shall inform

the United States Government of this intention. The United States Government will notify the Government of Portugal promptly, and in any event within thirty days after receipt of the Government of Portugal's information, whether or not it wishes to consult on this question. During this 30-day period, the Government of Portugal agrees not to permit calendar year exports to exceed 350,000 square yard equivalent in the category in question. If the United States Government request consultations, it shall provide the Government of Portugal with information on conditions of the United States market in this category. During the course of such consultations, the Government of Portugal shall continue to limit exports in this category to an annual level not in excess of 350,000 square yard equivalent.

10. As regards products in any category under specific limits or ceilings specified in this Arrangement, the United States Government shall keep under review the effect of this Arrangement with a view to orderly development for trade in cotton textiles between the United States and Portugal, and shall furnish to the Portuguese Government, once a year, the available statistics and other relevant data on imports, production and consumption of such products as would clarify the question of the impact of imports on the industry concerned.

11. If the Portuguese Government considers that as a result of limits and ceilings specified in this Arrangement Portugal is being placed in an inequitable position vis-a-vis a third country, the Portuguese Government may request consultations with the United States Government with a view to appropriate remedial action including if necessary a reasonable modification of this Arrangement.

12. The two Governments recognize that the successful implementation of this Arrangement depends largely upon mutual cooperation on statistical questions. Accordingly, each Government agrees to supply promptly any available statistical data requested by the other Government. In particular, the United States Government shall supply the Portuguese Government with data on monthly imports of cotton textiles from Portugal as well as from third countries, and the Portuguese Government shall supply the United States Government with data on monthly exports of cotton textiles to the United States.

13. For the duration of this Arrangement, the United States shall not invoke Article 3 of the Long-Term Arrangement to request restraint on the exports of cotton textiles from Portugal to the United States. All other relevant provisions of the Long-Term Arrangement shall remain in effect between the two Governments.

14. The Arrangement shall continue in force through December 31, 1966, provided that either Government may terminate this Arrangement prior thereto effective at the beginning of a calendar year by giving sixty days' written notice to the other Government.

Each Government may at any time propose modification of this Arrangement. The other Government shall give sympathetic consideration to such proposal.

WILLIAM L. BLUE

CARLOS FERNANDES

ANNEX ACOTTON TEXTILE CATEGORIES AND CONVERSION FACTORS

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor (square yards)</u>
1	Yarn, carded, singles	Lb.	4. 6
2	Yarn, carded, plied	Lb.	4. 6
3	Yarn, combed, singles	Lb.	4. 6
4	Yarn, combed, plied	Lb.	4. 6
5	Gingham, carded	Syd.	1. 0
6	Gingham, combed	Syd.	1. 0
7	Velveteen	Syd.	1. 0
8	Corduroy	Syd.	1. 0
9	Sheeting, carded	Syd.	1. 0
10	Sheeting, combed	Syd.	1. 0
11	Lawn, carded	Syd.	1. 0
12	Lawn, combed	Syd.	1. 0
13	Voile, carded	Syd.	1. 0
14	Voile, combed	Syd.	1. 0
15	Poplin and broadcloth, carded	Syd.	1. 0
16	Poplin and broadcloth, combed	Syd.	1. 0
17	Typewriter ribbon cloth	Syd.	1. 0
18	Print cloth, shirting type, 80 x 80 type, carded	Syd.	1. 0
19	Print cloth, shirting type, other than 80 x 80 type, carded	Syd.	1. 0
20	Shirting, Jacquard or dobby, carded	Syd.	1. 0
21	Shirting, Jacquard or dobby, combed	Syd.	1. 0
22	Twill and sateen, carded	Syd.	1:0
23	Twill and sateen, combed	Syd.	1. 0
24	Woven fabric, n.e.s., yarn dyed, carded	Syd.	1. 0
25	Woven fabric, n.e.s., yarn dyed, combed	Syd.	1. 0
26	Woven fabric, other, carded	Syd.	1. 0
27	Woven fabric, other, combed	Syd.	1. 0
28	Pillowcases, not ornamented, carded	No.	1. 084

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor (square yards)</u>
29	Pillowcases, not ornamented, combed	No.	1. 084
30	Dish towels	No.	. 348
31	Other towels	No.	. 348
32	Handkerchiefs, whether or not in the piece	Doz.	1. 66
33	Table Damask and manufactures	Lb.	3. 17
34	Sheets, carded	No.	6. 2
35	Sheets, combed	No.	6. 2
36	Bedspreads and quilts	No.	6. 9
37	Braided and woven elastics	Lb.	4. 6
38	Fishing nets and fish netting	Lb.	4. 6
39	Gloves and mittens	Doz. Prs.	3. 527
40	Hose and half hose	Doz. Prs.	4. 6
41	T-shirts, all white, Knit, men's and boys'	Doz.	7. 234
42	T-shirts, other, Knit	Doz.	7. 234
43	Shirts, knit, other than T-shirts and sweatshirts	Doz.	7. 234
44	Sweaters and cardigans	Doz.	36. 8
45	Shirts, dress, not knit, men's and boys'	Doz.	22. 186
46	Shirts, sport, not Knit, men's and boys'	Doz.	24. 457
47	Shirts, work, not knit, men's and boys'	Doz.	22. 186
48	Raincoats, $\frac{3}{4}$ length or longer, not knit	Doz.	50. 0
49	Other coats, not knit	Doz.	32. 5
50	Trousers, slacks and shorts (outer), not knit, men's and boys'	Doz.	17. 797
51	Trousers, slacks and shorts (outer), not knit, women's, girls' and infants'	Doz.	17. 797
52	Blouses, not knit	Doz.	14. 53
53	Dresses (including uniforms), not knit	Doz.	45. 3
54	Playsuits, washsuits, sunsuits, creepers, rompers, etc., not knit, n.e.s.	Doz.	25. 0
55	Dressing gowns, including bathrobes, beach robes, housecoats and dusters, not knit	Doz.	51. 0
56	Undershirts, knit, men's and boys'	Doz.	9. 2
57	Briefs and undershorts, men's and boys'	Doz.	11. 25
58	Drawers, shorts and briefs, knit, n.e.s.	Doz.	5. 0
59	All other underwear, not knit	Doz.	16. 0

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor (square yards)</u>
60	Pajamas and other nightwear	Doz.	51. 96
61	Brassieres and other body-supporting garments	Doz.	4. 75
62	Wearing apparel, knit, n.e.s.	Lb.	4. 6
63	Wearing apparel, not knit, n.e.s.	Lb.	4. 6
64	All other cotton textiles	Lb.	4. 6

Apparel items exported in sets shall be recorded under separate categories of the component items.

*Counselor, U.S. Embassy to Portuguese Minister*

LISBON, March 12, 1964

DEAR DR. CARLOS FERNANDES,

I have the honor to acknowledge receipt of your letter of today's date and the bilateral arrangement attached thereto concerning trade in cotton textiles between Portugal and the United States which reads as follows:

"I have the honor to refer to the recent discussions held in Lisbon and Geneva by representatives of the Government of Portugal and the Government of the United States of America concerning trade in cotton textiles between Portugal and the United States, and to confirm, on behalf of the Government of Portugal, the understandings reached by the two Governments that, pursuant to the provision of Article Four of the Long-Term arrangement regarding international trade in cotton textiles done in Geneva on February 9, 1962, the bilateral arrangement attached hereto will be applied between the two governments for the period of the three years beginning January 1, 1964, subject to the provisions thereof.

"I have further the honor to request you to be good enough to confirm the foregoing understandings on behalf of the Government of the United States.

"Accept, sir, the renewed assurances of my high consideration."

I have further the honor to confirm the foregoing understandings on behalf of the Government of the United States of America.

Accept, sir, the renewed assurances of my high consideration.

WILLIAM L. BLUE

Dr. CARLOS AUGUSTO FERNANDES  
Ministry of Foreign Affairs  
Lisbon.

*Counselor, U.S. Embassy to Portuguese Minister*

LISBON,  
March 12, 1964

DEAR DR. CARLOS FERNANDES,

With reference to paragraph 8 of the Arrangement between the Government of Portugal and the Government of the United States of America concerning trade in cotton textiles between Portugal and the United States effected by the Exchange of Notes today, I wish to inform you of the views and intentions of the United States Government:

The United States Government recognizes that exports of the end products containing fabrics potentially falling under the so-called concentration clause are themselves subject to limits established in the Arrangement. It further recognizes that changing demands in the United States market may, from time to time, lead to changes in the types of fabric appearing in imports into the United States. Considering these and other circumstances, the United States Government does not intend to invoke paragraph 8 on any type of fabric except in the case of a sharp and substantial increase from present levels in imports from Portugal of that fabric in the form of end items. It is to be understood that a sharp and substantial increase would be considered to apply only in those cases where present levels of imports from Portugal of the fabric concerned in the form of end items already are in substantial volume in relation to total consumption in the United States.

In any event, the United States Government would give the Portuguese Government advance notice prior to any invocation of the clause under discussion.

I should be grateful if you would acknowledge on behalf of your Government the receipt of this letter.

Accept, sir, the renewed assurances of my high consideration.

WILLIAM L. BLUE  
William L. Blue

Dr. CARLOS AUGUSTO FERNANDES  
*Ministry of Foreign Affairs*  
*Lisbon.*

*Portuguese Minister to Counselor, U.S. Embassy*

LISBON, march 12, 1964

DEAR MR. BLUE

I have the honor to acknowledge receipt of your letter of today's date concerning the paragraph 8 of the Arrangement between the Government of Portugal and the Government of the United States which reads as follows:

"With reference to paragraph 8 of the Arrangement between the Government of Portugal and the Government of the United States of America concerning trade in cotton textiles between Portugal and the United States effected by the Exchange of Notes today, I wish to inform you of the views and intentions of the United States Government:

The United States Government recognizes that exports of the end products containing fabrics potentially falling under the so-called concentration clause are themselves subject to limits established in the Arrangement. It further recognizes that changing demands in the United States market may, from time to time, lead to changes in the types of fabric appearing in imports into the United States. Considering these and other circumstances, the United States Government does not intend to invoke paragraph 8 on any type of fabric except in the case of a sharp and substantial increase from present levels in imports from Portugal of that fabric in the form of end items. It is to be understood that a sharp and substantial increase would be considered to apply only in those cases where present levels of imports from Portugal of the fabric concerned in the form of end items already are in substantial volume in relation to total consumption in the United States.

In any event, the United States Government would give the Portuguese Government advance notice prior to any invocation of the clause under discussion.

I should be grateful if you would acknowledge on behalf of your Government the receipt of this letter."

I have further the honor to confirm the foregoing understandings on behalf of the Government of Portugal.

Accept, sir, the renewed of my high consideration.

CARLOS FERNANDES

Mr. WILLIAM L. BLUE

*Consellor of the U.S. Embassy  
Lisbon.*

# PERU

## Naval Training and Air Force Missions to Peru

*Agreement extending the agreements of July 31, 1940, and October 7, 1946, as amended and extended.*

*Effectuated by exchange of notes*

*Signed at Lima March 15, April 21, and June 2, 1961;*

*Entered into force April 21 and June 2, 1961, respectively.*

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

No. 292

LIMA, March 15, 1961.

EXCELLENCY:

I have the honor to refer to the Naval Training Mission Agreement<sup>[1]</sup> and the Air Force Mission Agreement<sup>[2]</sup> between the Governments of Peru and the United States of America. In view of the expiration of the Naval Training Mission Agreement and the uncertain status of the Air Force Mission Agreement, the Embassy proposes that these Agreements, as amended, be considered in force from the dates of expiration until such time as they are terminated in accordance with pertinent provisions of Title I of the Agreements or superseded by other arrangements between both Governments. If this proposal is satisfactory to the Government of Peru this note together with Your Excellency's favorable reply will serve to continue both Agreements in effect until otherwise terminated or superseded.

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

JACK D. NEAL

His Excellency

LUIS ALVARADO GARRIDO,  
Minister of Foreign Affairs,  
Lima.

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<sup>1</sup> EAS 177; 54 Stat. 2344.

<sup>2</sup> TIAS 1562; 61 Stat. (pt. 3) 2398.

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

MINISTERIO DE RELACIONES EXTERIORES

NUMERO: (D) 6-3/49

LIMA, 21 de Abril de 1961

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo a honra dirigirme a Vuestra Señoría, con referencia a su atenta nota N° 292, del 15 de marzo del año en curso, para manifestarle que el Ministerio de Marina, por comunicación del 11 del presente mes de abril, expresa a este Despacho que considera que el Acuerdo sobre la Misión Naval de los Estados Unidos debe seguir vigente entre ambos Gobiernos con las modificaciones que le han sido introducidas en diferentes oportunidades; pero estima que, como dicho documento ha recibido tales modificaciones, y ello puede prestarse a interpretaciones equivocadas, es menester redactar un proyecto de nuevo Acuerdo sobre la materia, el que podría ser preparado por el Ministerio de Marina y la Misión Naval estadounidense, para luego ser sometido a aprobación de los respectivos Gobiernos.

Añade el mencionado Ministerio que sería sumamente ventajoso incluir en el indicado proyecto un nuevo artículo, con relación a una mayor ayuda técnica y operacional, sin que esto signifique un aumento sustancial en la partida de pasajes y gastos de viaje. Dicho artículo podría ser de este tenor:

“– Se abonará a la Embajada Americana en Lima, por concepto de remuneración mensual por cada uno de los miembros de la Misión Naval, los mismos Haberes Básicos y Bonificaciones que percibe el personal Superior y Subalterno de la Armada Peruana, de acuerdo con la escala en vigencia que para cada clase militar señala el Presupuesto de la República.

– Para los gastos de pasajes y gastos de viaje de ida y vuelta entre los Estados Unidos y el Perú de todos los miembros de la Misión Naval Americana, cualquiera que sea su número, el Ministerio de Marina abonará directamente a la Embajada de Estados Unidos en Lima la suma de US\$ 20,000.00 anuales.”

Agradeceré a Vuestra Señoría indicarme lo que su Gobierno resuelva respecto de la sugerición que se formula, y aprovecho la oportunidad para renovarle las seguridades de mi distinguida consideración.

LUIS ALVARADO G.

Al Honorable señor JACK D. NEAL,  
*Encargado de Negocios a.i. de los  
Estados Unidos de América.  
Ciudad. –*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

No: (D) 6-3/49

LIMA, April 21, 1961

## MR. CHARGÉ D'AFFAIRES:

I have the honor to refer to your courteous note No. 292 dated March 15 of this year and to inform you that the Ministry of the Navy, in a communication dated April 11, advises this office that it considers that the Naval Training Mission Agreement should continue in effect between both Governments, with the changes that have been made therein at various times; but it believes that since such changes have been made in the said document, which could lead to wrong interpretations, it is necessary to draw up a new draft agreement on the matter, which might be prepared by the Ministry of the Navy and the United States Naval Training Mission and then submitted to the respective Governments for approval.

The aforementioned Ministry adds that it would be most advantageous to include in the aforementioned draft a new article relating to greater technical and operational assistance, without implying thereby that there would be a substantial increase in the item of transportation and travel expenses. Such article might read as follows:

"There shall be paid to the American Embassy at Lima, as monthly compensation for each of the members of the Naval Mission, the same basic salaries and allowances as those received by higher and lower-ranking personnel of the Peruvian Navy in accordance with the current scale which the Budget of the Republic indicates for each military rank.

"For travel expense and the cost of round trips between the United States and Peru of all members of the American Naval Mission, regardless of their number, the Ministry of the Navy will pay directly to the United States Embassy at Lima the sum of US\$20,000 annually."

I would appreciate it if you would be good enough to tell me what your Government decides about the suggestion made, and I avail myself of the opportunity to renew to you the assurances of my distinguished consideration.

LUIS ALVARADO G.

The Honorable JACK D. NEAL,  
*Chargé d'Affaires ad interim of the  
United States of America,  
City.*

*The Peruvian Minister of Foreign Affairs to the American Ambassador*

MINISTERIO DE RELACIONES EXTERIORES

NUMERO: (D)-6-3/59

LIMA, 2 de Junio de 1961

## SEÑOR EMBAJADOR:

Tengo a honra dirigirme a Vuestra Excelencia, con referencia a la estimable nota de esa Honorable Embajada N° 292, del 15 de marzo del presente año, para manifestarle que el Ministerio de Aeronáutica, al que se transmitió el tenor de la mencionada nota, expresa, por oficio del 25 de mayo último, que considera conveniente la concertación entre el Gobierno del Perú y el de los Estados Unidos de América de un nuevo Acuerdo de Misión Aérea, de conformidad con las necesidades actuales de la Fuerza Aérea Peruana, y que para el efecto se están haciendo los estudios pertinentes a la formulación del respectivo proyecto; pero añade que, mientras tanto, estima que se puede aceptar la propuesta enunciada en la citada nota, en el sentido de considerar vigente el Acuerdo de Misión Aérea hasta que sea reemplazado por otro convenio entre ambos Gobiernos.

Al poner lo que antecede en conocimiento a Vuestra Excelencia, para los fines correspondientes, esto es, para considerar en vigencia el indicado Acuerdo hasta que sea sustituido por otro sobre la materia, aprovecho la oportunidad para renovarle, señor Embajador, las seguridades de mi más alta y distinguida consideración.

LUIS ALVARADO G.

Al Excelentísimo Señor JAMES LOEB,  
*Embajador Extraordinario y Plenipotenciario  
 de los Estados Unidos de América.  
 Ciudad.*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

No. : (D)-6-3/59

LIMA, June 2, 1961

## MR. AMBASSADOR:

I have the honor to refer to your Embassy's courteous note No. 292, dated March 15 of this year, and to inform you that the Air Ministry, to which the text of the aforementioned note was transmitted, states in an official communication dated May 25 last that it deems it desirable to conclude a new Air Force Mission Agreement between the Government of Peru and that of the United States of America, in accord with the present needs of the Peruvian Air Force and that to such end studies are being made in connection with the preparation of the pertinent draft; but it adds that meanwhile it considers that the proposal made in the aforementioned note to the effect that the Air Force Mission Agreement be considered in force until it is replaced by another agreement between the two Governments, can be accepted.

In bringing the foregoing to Your Excellency's attention, for all pertinent purposes, that is, in order to consider the aforementioned agreement in effect until it is replaced by another one dealing with the matter, I avail myself of the opportunity to renew to you, Mr. Ambassador, the assurances of my highest and most distinguished consideration.

LUIS ALVARADO G.

His Excellency JAMES LOEB,  
*Ambassador Extraordinary and Plenipotentiary of the*  
*United States of America*  
*City*

# MULTILATERAL

International Institute for the Unification of Private Law

*Charter dated at Rome March 15, 1940, as amended;  
Entered into force March 13, 1964, with respect to the United States  
of America.*

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## STATUT ORGANIQUE [¹]

du 15 Mars 1940

amendé

et

### DISPOSITIONS TRANSITOIRES

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<sup>¹</sup> For the English language text see *post*, p. 2503

Article 1<sup>er</sup>

L'Institut international pour l'unification du droit privé a pour objet d'étudier les moyens d'harmoniser et de coordonner le droit privé entre les Etats ou entre les groupes d'Etats et de préparer graduellement l'adoption par les divers États d'une législation de droit privé uniforme.

A cette fin l'Institut :

- a) prépare des projets de lois ou de conventions visant à établir un droit interne uniforme;
- b) prépare des projets d'accords en vue de faciliter les rapports internationaux en matière de droit privé;
- c) entreprend des études de droit comparé dans les matières du droit privé;
- d) s'intéresse aux initiatives déjà prises dans tous ces domaines par d'autres institutions, avec lesquelles il peut, au besoin, se tenir en contact;
- e) organise des conférences et publie les études qu'il juge dignes d'une large diffusion.

Article 2

L'Institut international pour l'unification du droit privé est une institution internationale qui relève des Gouvernements participants.

Sont Gouvernements participants ceux qui auront adhéré au présent Statut conformément à l'article 20.

L'Institut jouit, sur le territoire de chacun des Gouvernements participants, de la capacité juridique nécessaire pour exercer son activité et pour atteindre ses buts.

Les priviléges et immunités dont jouiront l'Institut, ses agents et ses fonctionnaires seront définis dans des accords à intervenir avec les Gouvernements participants.

Article 3

L'Institut international pour l'unification du droit privé a son siège à Rome.

Article 4

Les organes de l'Institut sont:

- 1) l'Assemblée Générale;
- 2) le Président;

- 3) le Conseil de Direction;
- 4) le Comité Permanent;
- 5) le Tribunal Administratif;
- 6) le Secrétariat.

#### Article 5

L'Assemblée Générale se compose d'un représentant de chaque Gouvernement participant. Les Gouvernements autres que le Gouvernement italien y seront représentés par leurs agents diplomatiques auprès du Gouvernement italien ou leurs délégués.

L'Assemblée se réunit à Rome en session ordinaire au moins une fois par an, sur convocation du Président. Elle approuve le programme des travaux de l'Institut sur la proposition du Conseil de Direction.

#### Article 6

Le Conseil de Direction se compose du Président et de douze à seize membres.

Le Président est nommé par le Gouvernement italien.

Les membres sont nommés par l'Assemblée Générale. L'Assemblée peut nommer un membre en plus de ceux indiqués à l'alinéa premier en le choisissant parmi les juges en fonctions de la Cour Internationale de Justice.

Le mandat du Président et des membres du Conseil de Direction a la durée de cinq ans et est renouvelable.

Le membre du Conseil de Direction nommé en remplacement d'un membre dont le mandat n'est pas expiré achève le terme du mandat de son prédécesseur.

Chaque membre, avec le consentement du Président, peut se faire représenter par une personne de son choix.

Le Conseil de Direction peut appeler à participer à ses séances, à titre consultatif, des représentants d'institutions ou organisations internationales, lorsque les travaux de l'Institut portent sur des matières concernant ces institutions ou organisations.

Le Conseil de Direction est convoqué par le Président, chaque fois qu'il le juge utile, en tout cas au moins une fois par an.

#### Article 7

Le Comité Permanent se compose du Président et de cinq membres nommés par le Conseil de Direction parmi ses membres.

Les membres du Comité Permanent resteront en fonction pendant cinq ans et seront rééligibles.

Le Comité Permanent est convoqué par le Président, chaque fois qu'il le juge utile, en tout cas au moins une fois par an.

Article 7<sup>bis</sup>

Le Tribunal Administratif est compétent pour statuer sur les différends entre l'Institut et ses fonctionnaires ou employés, ou leurs ayants droit, portant notamment sur l'interprétation ou l'application du Règlement du personnel. Les différends naissant de rapports contractuels entre l'Institut et les tiers, seront soumis à ce Tribunal à la condition que cette compétence soit expressément reconnue par les parties dans le contrat donnant lieu au litige.

Le Tribunal est composé de trois membres titulaires et d'un membre suppléant, choisis en dehors de l'Institut, et appartenant, de préférence, à des nationalités différentes. Ils sont élus par l'Assemblée Générale pour la durée de cinq ans. En cas de vacance le Tribunal se complète par cooptation.

Le Tribunal jugera, en premier et dernier ressort, en appliquant les dispositions du Statut et du Règlement, ainsi que les principes généraux du droit. Il pourra également statuer *ex aequo et bono* lorsque cette faculté lui aura été attribuée par un accord entre les parties.

Si le Président du Tribunal considère qu'un différend entre l'Institut et un de ses fonctionnaires ou employés est d'une importance très limitée, il peut statuer lui-même ou bien confier la décision à un seul des juges du Tribunal.

Le Tribunal établira lui-même son règlement de procédure.

Article 7<sup>ter</sup>

Les membres du Conseil de Direction ou du Tribunal Administratif, dont le mandat expire par l'échéance du terme, restent en fonction jusqu'à l'installation des nouveaux élus.

Article 8

Le Secrétariat comprend un Secrétaire général nommé par le Conseil de Direction sur présentation du Président, deux Secrétaires généraux adjoints appartenant à des nationalités différentes, nommés également par le Conseil de Direction, et les fonctionnaires et employés qui seront indiqués par les règles relatives à l'administration de l'Institut et à son fonctionnement intérieur, visées à l'article 17.

Le Secrétaire général et les adjoints sont nommés pour une période qui n'aura pas une durée supérieure à cinq ans. Ils sont rééligibles.

Le Secrétaire général de l'Institut est de droit le Secrétaire de l'Assemblée Générale.

Article 9

L'Institut possède une bibliothèque placée sous la direction du Secrétaire Général.

Article 10

Les langues officielles de l'Institut sont l'italien, l'allemand, l'anglais, l'espagnol et le français.

Article 11

Le Conseil de Direction avise aux moyens de réaliser les tâches énoncées à l'article 1<sup>er</sup>.

Il établit les matières qui doivent faire l'objet des travaux de l'Institut.

Il approuve le rapport annuel sur l'activité de l'Institut.

Il approuve les comptes annuels des recettes et des dépenses et établit le budget.

Article 12

Tout Gouvernement participant, de même que toute institution internationale de caractère officiel, peut formuler, en s'adressant au Conseil de Direction, des propositions en vue de l'étude des questions relevant de l'unification, de l'harmonisation ou de la coordination du droit privé.

Toute institution ou association internationale, qui a pour objet l'étude de questions juridiques, peut présenter au Conseil de Direction des suggestions concernant des études à entreprendre.

Le Conseil de Direction décide de la suite à donner aux propositions et suggestions ainsi formulées.

Article 12<sup>bis</sup>

Le Conseil de Direction peut établir avec d'autres organisations intergouvernementales, ainsi qu'avec les Gouvernements non-participants, toutes relations propres à assurer une collaboration conforme à leurs fins respectives.

Article 13

Le Conseil de Direction peut déférer l'examen de questions spéciales à des commissions de jurisconsultes particulièrement versés dans l'étude de ces questions.

Les commissions seront présidées autant que possible par des membres du Conseil de Direction.

Article 14

Après l'étude des questions qu'il a retenues comme objet de ses travaux, le Conseil de Direction approuve, s'il y a lieu, les avant-projets à soumettre aux Gouvernements.

Il les transmet, soit aux Gouvernements participants, soit aux institutions ou associations qui lui ont présenté des propositions ou

suggestions, en demandant leur avis sur l'opportunité et sur le fond des dispositions arrêtées.

Sur la base des réponses reçues, le Conseil de Direction approuve, s'il y a lieu, les projets définitifs.

Il les transmet aux Gouvernements et aux institutions ou associations qui lui ont présenté des propositions ou suggestions.

Le Conseil de Direction avise ensuite aux moyens pour assurer la convocation d'une Conférence diplomatique appelée à examiner les projets.

### Article 15

Le Président représente l'Institut.

Le pouvoir exécutif sera exercé par le Conseil de Direction.

### Article 16

1. Les dépenses annuelles relatives au fonctionnement et à l'entretien de l'Institut seront couvertes par les recettes inscrites au budget de l'Institut, qui comprendront notamment la contribution de base du Gouvernement italien promoteur et les contributions des autres Gouvernements participants.

2. Les contributions ordinaires annuelles des autres Gouvernements participants sont fixées à :

Catégorie	I :	Unités	5
"	II :	"	4
"	III :	"	3
"	IV :	"	2
"	V :	"	1

3. Chaque unité est de 2.000 francs suisses.

4. Chaque Gouvernement déclare à tout moment la catégorie dans laquelle il sera rangé. Toutefois, le passage à une catégorie inférieure ne prendra effet que deux ans après la déclaration du Gouvernement intéressé.

5. Les Gouvernements participants en retard de plus de deux ans dans le versement de leur contribution, perdent le droit de vote au sein de l'Assemblée Générale jusqu'à la régularisation de leur position.

6. Les locaux nécessaires au fonctionnement des services de l'Institut sont mis à sa disposition par le Gouvernement italien.

### Article 17

Les règles relatives à l'administration de l'Institut, à son fonctionnement intérieur et au statut du personnel seront établies par le Conseil de Direction et devront être approuvées par l'Assemblée Générale et communiquées au Gouvernement italien.

Les indemnités de voyage et de séjour des membres du Conseil de Direction et des commissions d'études, ainsi que les émoluments du personnel du Secrétariat, de même que toute autre dépense administrative, seront à la charge du budget de l'Institut.

L'Assemblée Générale nommera, sur présentation du Président, un ou deux commissaires aux comptes chargés du contrôle financier de l'Institut. La durée de leurs fonctions est de cinq ans. Dans le cas où deux commissaires aux comptes seraient nommés, ils devront appartenir à des nationalités différentes.

Le Gouvernement italien n'encourra aucune responsabilité, financière ou autre, du fait de l'administration de l'Institut, ni aucune responsabilité civile du fait du fonctionnement de ses services et notamment à l'égard du personnel de l'Institut.

#### Article 18

L'engagement du Gouvernement italien concernant la subvention annuelle et les locaux de l'Institut dont il est question à l'article 16, est stipulé pour une durée de six ans. Il continuera à être en vigueur pour une nouvelle période de six ans, si le Gouvernement italien n'a pas notifié aux autres Gouvernements participants son intention d'en faire cesser les effets, deux ans au moins avant la fin de la période en cours. En pareil cas, l'Assemblée Générale sera convoquée par le Président, au besoin en session extraordinaire.

Il appartient à l'Assemblée Générale, au cas où elle déciderait la suppression de l'Institut, de prendre toute mesure utile concernant les propriétés acquises par l'Institut au cours de son fonctionnement et notamment les archives et collections de documents et livres ou périodiques.

Il est toutefois entendu qu'en pareil cas les terrains, bâtiments et objets mobiliers mis à la disposition de l'Institut par le Gouvernement italien feront retour à ce dernier.

#### Article 19

Les amendements au présent Statut qui seraient adoptés par l'Assemblée Générale entreront en vigueur dès leur approbation par la majorité des deux tiers des Gouvernements participants.

Chaque Gouvernement communiquera par écrit son approbation au Gouvernement italien, qui en donnera connaissance aux autres Gouvernements participants, ainsi qu'au Président de l'Institut.

Tout Gouvernement qui n'aurait pas approuvé un amendement au présent Statut aura la faculté de dénoncer son adhésion dans un délai de six mois à partir de l'entrée en vigueur de l'amendement. La dénonciation aura effet dès la date de sa notification au Gouvernement italien, qui en donnera connaissance aux autres Gouvernements participants, ainsi qu'au Président de l'Institut.

Article 20

Tout Gouvernement qui entend adhérer au présent Statut notifiera par écrit son adhésion au Gouvernement italien.

L'adhésion sera donnée pour six ans; elle sera tacitement renouvelée de six en six ans sauf dénonciation faite par écrit une année avant l'expiration de chaque période.

Les adhésions et dénonciations seront notifiées aux Gouvernements participants par le Gouvernement italien.

Article 21

Le présent Statut entrera en vigueur dès que six Gouvernements au moins auront notifié leur adhésion au Gouvernement italien.

Article 22

Le présent Statut, qui portera la date du 15 mars 1940, restera déposé dans les archives du Gouvernement italien. Copie certifiée conforme du texte sera remise, par les soins du Gouvernement italien, à chacun des Gouvernements participants.

DISPOSITIONS TRANSITOIRES

concernant le Statut organique du 15 mars 1940, entrées en vigueur le 21 avril 1940.

1. Jusqu'à la première nomination prévue à l'article 6 du Statut organique du 15 mars 1940, le Conseil de Direction de l'Institut international pour l'unification du droit privé sera composé du Président et des membres du Conseil de Direction en fonction à la date du 20 avril 1940.

2. Les règles relatives à l'administration de l'Institut, à son fonctionnement intérieur et au statut du personnel en vigueur à la date du 20 avril 1940 seront applicables, en tant qu'elles ne sont pas incompatibles avec les dispositions du Statut organique du 15 mars 1940, jusqu'à l'approbation des nouvelles règles y relatives conformément à l'article 17 dudit Statut.

**INTERPRETATION DE L'ARTICLE 7<sup>bis</sup> DU STATUT ORGANIQUE**  
**APPROUVEE LORS DE LA II<sup>ème</sup> SESSION DE L'ASSEMBLEE GENERALE**  
(30 avril 1953)

L'Assemblée générale,

Vu la Résolution portant amendement au Statut Organique de l'Institut, adoptée par l'Assemblée le 18 janvier 1952;

Considérant qu'aux termes de la deuxième phrase du premier alinéa de l'article 7 bis du Statut concernant la compétence du Tribunal Administratif "les différends naissant de rapports contractuels entre l'Institut et les tiers, seront soumis à ce Tribunal à la condition que cette compétence soit expressément reconnue par les parties dans le contrat donnant lieu au litige";

Considérant l'opportunité de préciser la portée de la compétence qui peut être attribuée au Tribunal Administratif en vertu de ladite disposition;

Déclare :

1) Que l'expression "les différends naissant de rapports contractuels entre l'Institut et les tiers" qui pourront être soumis au Tribunal Administratif de l'Institut dans les conditions prévues à l'article 7 bis du Statut Organique, vise exclusivement les différends concernant les obligations naissant de contrats passés entre l'Institut et les tiers.

2) Que la compétence du Tribunal Administratif à l'égard des différends naissant de rapports contractuels entre l'Institut et les tiers ne pourra être considérée comme "expressément reconnue" que pour autant que cette reconnaissance résultera d'un acte écrit.



PER COPIA CONFORME  
*Il Capo del Servizio Trattati*

*G. di Morlillo*

*Translation*

**CHARTER**

**of March 15, 1940,**

**as amended,**

**and**

**TRANSITORY PROVISIONS**

### Article 1

The purpose of the International Institute for the Unification of Private Law is to examine ways of harmonizing and co-ordinating the private law of States and groups of States, and to prepare gradually for the adoption by the various States of uniform legislation in the field of private law.

In furtherance of this aim the Institute will :

- (a) prepare draft laws and conventions with the object of establishing uniform municipal law;
- (b) prepare draft agreements with a view to facilitating international relations in the field of private law;
- (c) undertake comparative studies in the field of private law;
- (d) participate in activities already undertaken in any of these connections by other institutions with which contact can be maintained;
- (e) organize conferences and publish works that it considers worthy of wide circulation.

### Article 2

The International Institute for the Unification of Private Law is an international organization responsible to the participating Governments.

The participating Governments are those that accede to this Charter in accordance with Article 20.

The Institute shall enjoy, in the territory of each participating Government, the necessary legal capacity to carry on its activities and to achieve its purposes.

The privileges and immunities that will be accorded to the Institute and its employees and officers shall be defined in agreements to be concluded with the participating Governments.

### Article 3

The International Institute for the Unification of Private Law shall have its headquarters in Rome.

### Article 4

The Institute shall have :

- (1) a General Assembly;
- (2) a President;
- (3) a Governing Council;
- (4) a Permanent Committee;

- (5) an Administrative Tribunal;
- (6) a Secretariat.

#### Article 5

The General Assembly shall be composed of one representative from each participating Government. All Governments other than the Italian Government shall be represented by their diplomatic agents to the Italian Government or their deputies.

A regular session of the Assembly shall be held in Rome at least once a year when called by the President. It shall approve the work program of the Institute upon the recommendation of the Governing Council.

#### Article 6

The Governing Council shall be composed of the President and from twelve to sixteen members.

The President shall be appointed by the Italian Government.

The members shall be appointed by the General Assembly. The Assembly may appoint, in addition to the members mentioned in the first paragraph, another member from among the judges serving on the International Court of Justice.

The President and the members of the Governing Council shall hold office for a term of five years which may be renewed.

A member of the Governing Council who is appointed to replace a member whose term of office has not expired shall complete the term of his predecessor.

With the consent of the President, each member may be represented by a person of his own choosing.

The Governing Council may ask representatives of international institutions or organizations to participate in its sessions in an advisory capacity whenever the work of the Institute concerns matters relating to those institutions or organizations.

The Governing Council shall be convoked by the President whenever he deems it necessary, and in any case at least once a year.

#### Article 7

The Permanent Committee shall be composed of the President and five members appointed by the Governing Council from among its members.

Members of the Permanent Committee shall serve for five years and may be reappointed.

The Permanent Committee shall be convoked by the President whenever he deems it necessary, and in any case at least once a year.

Article 7 bis

The Administrative Tribunal shall have jurisdiction over disputes between the Institute and its officers or employees, or their representatives, particularly with respect to the interpretation or application of the Personnel Regulations. Any disputes arising from contractual relations between the Institute and third parties shall be submitted to the Tribunal, provided its jurisdiction is expressly recognized by the parties in the contract giving rise to the dispute.

The Tribunal shall be composed of three regular members and one alternate member, chosen from outside the Institute, and shall preferably be of different nationalities. They shall be elected by the General Assembly for a term of five years. Any vacancy in the Tribunal shall be filled by co-optation.

The Tribunal shall decide without appeal according to the provisions of the Charter and the Regulations, as well as the general principles of law. It may also decide ex aequo et bono when such authority is granted to it by an agreement between the parties.

If the President of the Tribunal thinks that a dispute between the Institute and one of its officers or employees is of very limited importance, he may himself decide or entrust the decision to only one of the judges of the Tribunal.

The Tribunal shall determine its own rules of procedure.

Article 7 ter

Members of the Governing Council or of the Administrative Tribunal whose term has expired shall remain in office until the installation of the newly elected members.

Article 8

The Secretariat shall comprise a Secretary General appointed by the Governing Council on the nomination of the President, two Assistant Secretaries General of different nationalities, also appointed by the Governing Council, and the officers and employees provided for in the rules governing the administration of the Institute and its internal operation, provided for in Article 17.

The Secretary General and the Assistants shall be appointed for a period not to exceed five years. They may be reappointed.

The Secretary General of the Institute shall, by virtue of his office, be the Secretary of the General Assembly.

Article 9

The Institute shall have a library under the administration of the Secretary General.

Article 10

The official languages of the Institute shall be English, French, German, Italian, and Spanish.

Article 11

The Governing Council shall consider the ways of carrying out the tasks set forth in Article 1.

It shall determine the subjects to be studied by the Institute.

It shall approve the annual report on the activities of the Institute.

It shall approve the annual statements of receipts and expenditures and draw up the budget.

Article 12

Any participating Government, or any international institution of an official character, may draw up and submit to the Governing Council proposals for the study of questions relating to the unification, harmonization, or coordination of private law.

Any international institution or association the purpose of which is to study legal questions may submit to the Governing Council suggestions concerning studies to be undertaken.

The Governing Council shall decide what action is to be taken on the proposals and suggestions made in this way.

Article 12 bis

The Governing Council may establish with other intergovernmental organizations and with nonparticipating Governments such relations as may ensure cooperation in harmony with their respective aims.

Article 13

The Governing Council may refer special problems for examination by committees of jurists who have specialized knowledge of those problems.

In so far as possible, the committees shall be headed by a member of the Governing Council.

Article 14

When the study of questions that have been taken up has been completed, the Governing Council shall, if it thinks fit, approve any drafts to be submitted to the Governments.

It shall send them either to the participating Governments or to the institutions or associations that have submitted proposals or suggestions, and request their opinion on the desirability and the justification for the provisions drawn up.

On the basis of the replies received, the Governing Council shall, if it thinks fit, approve the final drafts.

It will send these to the Governments and the institutions or associations that submitted proposals or suggestions.

The Governing Council shall then consider the best way of calling a diplomatic conference to examine the drafts.

#### Article 15

The President shall represent the Institute.

The executive authority shall be exercised by the Governing Council.

#### Article 16

1. The annual expenses in connection with the operation and maintenance of the Institute shall be paid out of the estimated receipts entered in the Institute's budget, which will include, in particular, the basic contribution of the Italian Government, promoter of the Institute, and the contributions of the other participating Governments.

2. The annual ordinary contributions of the other participating Governments are fixed at:

Category I: 5 Units

Category II: 4 Units

Category III: 3 Units

Category IV: 2 Units

Category V: 1 Unit

3. Each unit is 2,000 Swiss francs.

4. Each Government shall state at any time the category in which it is to be placed. However, a transfer to a lower category shall not become effective until two years after the statement of the Government concerned.

5. Participating Governments that are more than two years in arrears in the payment of their contribution shall lose the right to vote in the General Assembly until their status is regularized.

6. The premises necessary for the operation of the Institute's services will be placed at its disposal by the Italian Government.

#### Article 17

Rules governing the administration of the Institute, its internal operation, and the status of its personnel shall be drawn up by the Governing Council and must be approved by the General Assembly and communicated to the Italian Government.

The travel and living expenses of the members of the Governing Council and the study committees, as well as the salaries of the personnel of the Secretariat and any other administrative expenses, shall be paid out of the Institute's budget.

The General Assembly shall appoint, on the nomination of the President, one or two auditors who shall be responsible for checking

the accounts of the Institute. The duration of their duties shall be five years. Should two auditors be appointed, they must be of different nationalities.

The Italian Government shall not incur any financial or other liability by reason of the administration of the Institute, or any civil liability by reason of the operation of its services, particularly with regard to its personnel.

#### Article 18

The Italian Government's commitment with respect to the annual subsidy and the premises of the Institute, to which Article 16 refers, is made for a period of six years. It will continue to be effective for another period of six years if the Italian Government has not notified the other participating Governments of its intention to terminate it at least two years before the end of the current period. In such an event, the President shall call a session of the General Assembly, if need be a special session.

It shall be the duty of the General Assembly, if it should decide to terminate the Institute, to take all necessary measures with regard to the property acquired by the Institute during the period of its existence, particularly the archives and the collections of documents, books, or periodicals.

Nevertheless, it is understood that, in such case, the land, buildings, and movables placed at the disposal of the Institute by the Italian Government will be returned to that Government.

#### Article 19

Any amendments to this Charter that are adopted by the General Assembly shall enter into force after their approval by a two-thirds majority of the participating Governments.

Each Government shall notify its approval in writing to the Italian Government, which will inform the other participating Governments and the President of the Institute.

Any Government which has not approved an amendment to this Charter may denounce its accession within six months from the entry into force of the amendment. The denunciation shall be effective from the date of its notification to the Italian Government, which will inform the other participating Governments and the President of the Institute.

#### Article 20

Any Government which intends to accede to this Charter shall give the Italian Government written notice of its accession.

The accession shall be for six years; it shall be automatically renewed every six years unless denounced in writing one year before the expiration of any period.

Accessions and denunciations shall be notified to the participating Governments by the Italian Government.

Article 21

This Charter shall enter into force as soon as at least six Governments have given the Italian Government notice of their accession.

Article 22

This Charter, which shall bear the date of March 15, 1940, shall be deposited in the archives of the Italian Government. A certified copy of the text will be sent to each of the participating Governments by the Italian Government.

TRANSITORY PROVISIONS

concerning the Charter of March 15, 1940, which entered into force on April 21, 1940.

1. Pending the first appointment provided for in Article 6 of the Charter of March 15, 1940, the Governing Council of the International Institute for the Unification of Private Law shall be composed of the President and the members of the Governing Council in office on April 20, 1940.

2. The rules governing the administration of the Institute, its internal operation, and the status of its personnel which are in force on April 20, 1940 shall be applicable, in so far as they do not conflict with the provisions of the Charter of March 15, 1940, until new rules relating thereto are approved in accordance with Article 17 of that Charter.

INTERPRETATION OF ARTICLE 7 BIS OF THE CHARTER APPROVED

AT THE SECOND SESSION OF THE GENERAL ASSEMBLY

(April 30, 1953)

The General Assembly,

In view of the Resolution amending the Charter of the Institute adopted by the Assembly on January 18, 1952;

Considering that, according to the second sentence of the first paragraph of Article 7 bis of the Charter, which concerns the jurisdiction

of the Administrative Tribunal, "any disputes arising from the contractual relations between the Institute and third parties shall be submitted to the Tribunal, provided its jurisdiction is expressly recognized by the parties in the contract giving rise to the dispute";

Considering the desirability of defining the scope of the jurisdiction that may be given to the Administrative Tribunal by virtue of the said provision;

Declares:

(1) That the clause "any disputes arising from contractual relations between the Institute and third parties" that may be submitted to the Administrative Tribunal of the Institute under the conditions specified in Article 7 bis of the Charter refers only to disputes concerning obligations derived from contracts concluded between the Institute and third parties.

(2) That the jurisdiction of the Administrative Tribunal in disputes resulting from contractual relations between the Institute and third parties shall not be considered to be "expressly recognized" unless this recognition results from a written instrument.

A TRUE COPY

[SEAL] *G. deMoullie*  
*Chief of the Treaty Division*

# MULTILATERAL

## Protocol for Prolongation of International Sugar Agreement of 1958

*Done at London August 1, 1963;*

*Signed, subject to ratification, in behalf of the United States of America September 27, 1963;*

*Notification of the United States of America of undertaking to seek ratification deposited with the Government of the United Kingdom of Great Britain and Northern Ireland December 18, 1963;*

*Ratification advised by the Senate of the United States of America January 30, 1964;*

*Ratified by the President of the United States of America February 10, 1964;*

*Instrument of ratification of the United States of America deposited with the Government of the United Kingdom of Great Britain and Northern Ireland February 27, 1964;*

*Proclaimed by the President of the United States of America November 6, 1964;*

*Entered into force with respect to the United States of America February 27, 1964.*

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### BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS the Protocol for the Prolongation of the International Sugar Agreement of 1958, adopted by the United Nations Sugar Conference of 1963, was open for signature in London from August 1 to September 30, 1963, inclusive, and was signed by the respective Plenipotentiaries of the United States of America and forty-three other countries;

WHEREAS the text of the said Protocol in the English, French, Chinese, Russian, and Spanish languages is word for word as follows:

**PROTOCOL FOR THE PROLONGATION OF THE INTERNATIONAL  
SUGAR AGREEMENT OF 1958**

The Governments party to this Protocol;

Desiring, in accordance with the final resolution of the United Nations Sugar Conference, 1963, to continue in force, as between themselves, the International Sugar Agreement open for signature at London from 1 to 24 December 1958<sup>[1]</sup> (hereinafter referred to as "the Agreement");

Reaffirming their intention urgently to consider possible bases for a new draft International Sugar Agreement to replace the Agreement;

Have agreed as follows:—

**ARTICLE 1**

Subject to the provisions of paragraph (2) of Article 2 and of Article 3, the Agreement shall continue in force between the Parties to this Protocol until 31 December 1965.

**ARTICLE 2**

(1) The Council shall forthwith initiate a study of the bases and framework of a new agreement to come into force not later than the date of expiry of this Protocol, and shall make a report, including appropriate recommendations, to participating Governments not later than 30 June 1964.

(2) In the event of a new agreement coming into force before the date of expiry of this Protocol, the Protocol shall thereupon terminate.

**ARTICLE 3**

Paragraphs (2) and (3) of Article 3, Articles 7 to 25 inclusive, and paragraphs (4) and (7) of Article 44 of the Agreement shall be deemed to be inoperative; Articles 41 and 42 shall cease to have effect.

**ARTICLE 4**

Governments may become party to this Protocol, in accordance with their constitutional procedures,—

- (a) by signing it; or
- (b) by ratifying, accepting or approving it after having signed it subject to ratification, acceptance or approval; or
- (c) by acceding to it.

**ARTICLE 5**

(1) This Protocol shall be open for signature at London from 1 August 1963 to 30 September 1963 inclusive, by the Governments party to the Agreement and by the Government of any other country referred to in Articles 33 or 34 of the Agreement.

<sup>1</sup> TIAS 4389; 10 UST 2189.

(2) Instruments of ratification, acceptance or approval shall be deposited with the Government of the United Kingdom of Great Britain and Northern Ireland.

(3) After 30 September 1963 this Protocol shall be open for accession by the Government of any country referred to in Article 33 or 34 of the Agreement, by deposit of an instrument of accession with the Government of the United Kingdom of Great Britain and Northern Ireland.

(4) This Protocol shall also be open for accession by the Government of any Member of the United Nations or any Government invited to the United Nations Sugar Conference, 1963, but not referred to in Article 33 or 34 of the Agreement, provided that the number of votes to be exercised in the Council by the Government desiring to accede shall first be agreed upon by the Council with that Government.

#### ARTICLE 6

(1) This Protocol shall enter into force on 1 January 1964 among those Governments which have by that date become parties to this Protocol, provided that such Governments hold 60 per cent. of the votes of the importing countries and 70 per cent. of the votes of the exporting countries under the Agreement on 31 December 1963. Instruments of ratification, acceptance, approval or accession deposited thereafter shall take effect on the date of their deposit.

(2) For the purposes of entry into force of this Protocol in accordance with paragraph (1) of this Article a notification containing an undertaking to seek ratification, acceptance, approval or accession in accordance with constitutional procedures as rapidly as possible and if possible before 1 July 1964, received by the Government of the United Kingdom of Great Britain and Northern Ireland before 1 January 1964 shall be regarded as equal in effect to an instrument of ratification, acceptance, approval or accession; provided that, if the Council is satisfied that the Government concerned has not deposited its instrument owing to difficulties in completing its constitutional processes, the Council may extend the period beyond 1 July 1964 to such other date as it may determine.

(3) If by 1 January 1964 Governments holding less than the percentage of votes referred to in paragraph (1) of this Article have become parties to this Protocol, the Governments which have signed, ratified, accepted, approved or acceded to this Protocol may agree to put it into force among themselves.

#### ARTICLE 7

Where, for the purposes of the operation of the Agreement, reference is made to Governments or countries listed, named or included in particular Articles, any country not referred to in Article 33 or 34 of the Agreement the Government of which either has become a party to the Agreement prior to 1 January 1964 in accordance with paragraph (4) of Article 41 of the Agreement, or has become a party to this Protocol in accordance with Articles 4 and 5 of this Protocol, shall be deemed to be listed, named, or included accordingly.

**ARTICLE 8**

Governments party to this Protocol undertake to pay their contributions under Article 38 of the Agreement according to their constitutional procedures.

**ARTICLE 9**

The Government of the United Kingdom of Great Britain and Northern Ireland shall promptly inform all Governments attending the United Nations Sugar Conference, 1963, of each signature, ratification, acceptance and approval of this Protocol, of each accession thereto, of each notification received pursuant to paragraph (2) of Article 6 and of the date of entry into force of this Protocol.

This Protocol, of which the Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Government of the United Kingdom of Great Britain and Northern Ireland, which shall transmit certified copies thereof to each signatory and acceding Government.

IN WITNESS WHEREOF the undersigned, having been duly authorized to this effect by their respective Governments, have signed this Protocol.

DONE at London the first day of August, one thousand nine hundred and sixty-three.

**PROTOCOLE PORTANT PROROGATION DE L'ACCORD  
INTERNATIONAL SUR LE SUCRE DE 1958**

Les Gouvernements parties au présent Protocole;

Désireux, conformément à la résolution finale de la Conférence des Nations Unies sur le sucre de 1963, de maintenir en vigueur entre eux l'Accord international sur le sucre ouvert à la signature à Londres, du 1<sup>er</sup> au 24 décembre 1958 (ci-après dénommé "l'Accord");

Réaffirmant leur intention d'examiner d'urgence les bases possibles d'un nouveau projet d'Accord international sur le sucre destiné à remplacer l'Accord;

Sont convenus de ce qui suit:—

**ARTICLE 1**

Sous réserve des dispositions du paragraphe 2 de l'article 2 et de l'article 3, l'Accord est maintenu en vigueur entre les Parties au présent Protocole jusqu'au 31 décembre 1965.

**ARTICLE 2**

1. Le Conseil entreprend immédiatement une étude des bases et du cadre d'un nouvel accord destiné à entrer en vigueur au plus tard à la date d'expiration du présent Protocole et présente aux gouvernements participants, au plus tard le 30 juin 1964, un rapport comprenant des recommandations appropriées.

2. Si un nouvel accord entre en vigueur avant la date d'expiration du présent Protocole, ledit Protocole cesse d'avoir effet.

**ARTICLE 3**

Les paragraphes 2 et 3 de l'article 3, les articles 7 à 25 inclus, et les paragraphes 4 et 7 de l'article 44 de l'Accord sont considérés comme étant inopérants; les articles 41 et 42 cessent d'avoir effet.

**ARTICLE 4**

Les gouvernements peuvent devenir parties au présent Protocole, conformément à leurs procédures constitutionnelles,

(a) en le signant;

(b) en le ratifiant, l'acceptant ou l'approuvant, après signature sujette à ratification, acceptation ou approbation; ou

(c) en y adhérant.

### ARTICLE 5

1. Le présent Protocole sera ouvert à la signature des gouvernements parties à l'Accord et du gouvernement de tout autre pays mentionné aux articles 33 ou 34 dudit Accord, à Londres, du 1<sup>er</sup> août 1963 au 30 septembre 1963 inclus.

2. Les instruments de ratification, d'acceptation ou d'approbation seront déposés auprès du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord.

3. Après le 30 septembre 1963, le présent Protocole sera ouvert à l'adhésion du gouvernement de tout autre pays mentionné aux articles 33 ou 34 de l'Accord; l'adhésion se fera par le dépôt d'un instrument auprès du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord.

4. Le présent Protocole sera également ouvert à l'adhésion du gouvernement de tout Etat Membre de l'Organisation des Nations Unies ou de tout gouvernement invité à la Conférence des Nations Unies sur le sucre de 1963 et non mentionné aux articles 33 ou 34 de l'Accord, sous réserve que le nombre de voix dont le gouvernement désireux d'adhérer au Protocole disposera au Conseil soit préalablement fixé d'un commun accord entre le Conseil et le gouvernement intéressé.

### ARTICLE 6

1. Le présent Protocole entrera en vigueur le 1<sup>er</sup> janvier 1964 entre les gouvernements qui, à cette date, en seront devenus parties, à condition que ces gouvernements détiennent 60 pour cent des voix des pays importateurs et 70 pour cent des voix des pays exportateurs aux termes de l'Accord au 30 décembre 1963. Les instruments de ratification, d'acceptation, d'approbation ou d'adhésion qui seront déposés par la suite prendront effet à la date de leur dépôt.

2. Aux fins de l'entrée en vigueur du présent Protocole conformément aux dispositions du paragraphe 1 du présent article, une notification reçue avant le 1<sup>er</sup> janvier 1964 par le gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, par laquelle un gouvernement s'engage à faire tout son possible pour obtenir, aussi rapidement que le permet sa procédure constitutionnelle et si possible avant le 1<sup>er</sup> juillet 1964, la ratification, l'acceptation ou l'approbation du Protocole ou l'adhésion à ce dernier, sera considérée comme équivalent à une ratification, à une acceptation, à une approbation ou à une adhésion; toutefois, si le Conseil a acquis la conviction que ledit gouvernement n'a pas déposé l'instrument susvisé en raison de difficultés rencontrées pour mener à terme sa procédure constitutionnelle, il pourra prolonger le délai au delà du 1<sup>er</sup> juillet 1964 jusqu'à une autre date qu'il fixera.

3. Si au 1<sup>er</sup> janvier 1964, le pourcentage des voix des gouvernements qui seront devenus parties au présent Protocole est inférieur au pourcentage prévu au paragraphe 1 ci-dessus, les gouvernements qui auront signé, ratifié, accepté ou approuvé le présent Protocole, ou qui y auront adhéré, pourront convenir de le mettre en vigueur entre eux.

**ARTICLE 7**

Lorsque, aux fins d'application de l'Accord, des gouvernements ou des pays sont énumérés, mentionnés ou visés dans des articles particuliers, ces articles sont censés énumérer, mentionner ou viser les pays qui ne figurent pas dans les articles 33 ou 34 mais dont le gouvernement est, soit devenu partie à l'Accord avant le 1<sup>er</sup> janvier 1964 conformément au paragraphe 4 de l'article 41 de l'Accord, soit devenu partie au présent Protocole conformément aux articles 3 et 4 de ce Protocole.

**ARTICLE 8**

Les gouvernements parties au présent protocole s'engagent à payer les contributions qui leur incombent aux termes de l'article 38 de l'Accord conformément à leurs procédures constitutionnelles.

**ARTICLE 9**

Le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord informera sans tarder tous les gouvernements participant à la Conférence des Nations Unies sur le sucre de 1963 de toute signature, ratification, acceptation et approbation du présent Protocole, de toute adhésion à ce dernier et de toute notification qui aura été portée à sa connaissance aux termes du paragraphe 2 de l'article 6, ainsi que de la date d'entrée en vigueur dudit Protocole.

Le présent Protocole, dont les textes en langues anglaise, chinoise, espagnole, française et russe font également foi, sera déposé auprès du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, qui en transmettra des copies certifiées conformes à tous les gouvernements signataires ou adhérents.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs gouvernements respectifs, ont signé le présent Protocole.

FAIT à Londres, le premier août mil neuf cent soixante-trois.

## 延長一九五八年國際糖業 協定之議定書

一九六三年八月一日在倫敦開始聽由各國簽署

本議定書當事國政府，

深願依照一九六三年聯合國糖業會議之最後決議案使自一九五八年十二月一日起至二十四日止在倫敦聽由各國簽署之國際糖業協定（以下簡稱“該協定”）在當事國彼此間繼續有效，

重申其意圖，亟欲考慮據以擬訂國際糖業協定新草案以代替該協定之可能基礎，

爰議定條款如下：

### 第一條

以不違反第二條第（二）項及第三條之規定為限，該協定在本議定書當事國間應繼續有效至一九六五年十二月三十日。

### 第二條

（一）理事會應立即發動研究新協定之基礎及範圍，新協定至遲應於本議定書滿期之日發生效力，並應至遲於一九六四年六月三十日向參加國政府提出報告書並附具適當之建議。

(二) 如新協定於本議定書滿期之日以前發生效力，本議定書應即作廢。

### 第三條

該協定第三條第(二)項及第(三)項、第七條至第二十五條及第四十四條第(四)項及第(七)項應視為無效，第四十一條及第四十二條應停止生效。

### 第四條

各國政府得各依本國憲法程序按下列方式之一成為本議定書當事國：

- (甲) 簽署本議定書，或
- (乙) 在以須經批准、接受或核可為條件簽署本議定書後批准、接受或核可本議定書，或
- (丙) 加入本議定書。

### 第五條

(一) 本議定書應自一九六三年八月一日起至一九六三年九月三十日止聽由該協定當事國政府及該協定第三十三條或第三十四條所指任何其他國家政府簽署。

(二) 批准書接受書或核可書應文存大不列顛及北愛爾蘭聯合王國政府。

(三) 本議定書應於一九六三年九月三十日以後聽由該協定第三十三條或第三十四條所指任何國家政府加入，加入書文存大不列顛及北愛爾蘭聯合王國政府。

(四) 本議定書亦應聽由聯合國任何會員國政府或被邀參加一九六三年聯合國糖業會議而為該協定第三十三條或第三十四條所未提及之任何政府加入，但願加入政府在理事會所得行使之表決權數應先由理事會與該政府議定之。

## 第六條

(一) 本議定書應自一九六四年一月一日起在該日前業已成為本議定書當事國之各國政府間生效，但此等國家須於一九六三年十二月三十一日佔該協定所規定之輸入國表決權總數百分之六十及輸出國表決權總數百分之七十。嗣後交存之批准書接受書核可書或加入書應於其交存之日起生效。

(二) 關於本議定書依本條第(一)項規定之生效，如經提出通知書，擔允設法儘速並儘可能在一九六四年七月一日以前依據憲法程序批准接受核可或加入並經大不列顛及北愛爾蘭聯合王國政府於一九六四年一月一日以前收到者，此項通知書應視為與批准書接受書核可書或加入書具有同等效力，但如理事會確信關係國政府之未交存上項文書係由於完成憲法程序之困難，理事會得延展一九六四年七月一日之限期另訂其他日期。

(三) 如至一九六四年一月一日成為本議定書當事國之各國政府所佔表決權之百分數不及本條第(一)項之規定，則業已批准接受核可或加入本議定書之各國政府得協議在各該國間實施本議定書。

### 第七條

為實施該協定起見，凡述及某某條款所列舉、所指稱或所包括之政府或國家時，該協定第三十三條或第三十四條所未提及之任何國家，其政府已依該協定第四十一條第（四）項之規定於一九六四年一月一日以前成為該協定當事國或依本議定書第四條及第五條之規定成為本議定書之當事國者，應視為業經列舉指稱或包括在內。

### 第八條

本議定書當事國政府擔允各依本國憲法程序按照該協定第三十八條之規定繳納會費。

### 第九條

大不列顛及北愛爾蘭聯合王國政府應將各國簽署批准，接受核可加入本議定書情事，依據第六條第（二）項收到之每一通知書及本議定書生效日期迅速知照出席一九六三年聯合國糖業會議之所有各國政府。

本議定書應交存大不列顛及北愛爾蘭聯合王國政府，其中英法俄西班牙文各本同一作準。該國政府應將其正式副本分送各簽署國及加入國政府。

為此，下列代表，各秉其本國政府正式授予之權，謹簽署本議定書，以昭信守。

公曆一九六三年八月一日訂於倫敦。

ПРОТОКОЛ О ПРОДЛЕНИИ ДЕЙСТВИЯ МЕЖДУНАРОДНОГО  
СОГЛАШЕНИЯ 1958 ГОДА ПО САХАРУ

Правительства, являющиеся Сторонами в настоящем Протоколе,

желая в соответствии с заключительной резолюцией Конференции 1963 года Организации Объединенных Наций по вопросу о сахаре продлить в своих взаимоотношениях действие Международного соглашения по сахару, открытого для подписания в Лондоне с I по 24 декабря 1958 г. /далее именуемого "Соглашением",

вновь подтверждая свое намерение срочно изучить возможные основы Международного соглашения по сахару, которое заменит Соглашение,

договорились о нижеследующем:

СТАТЬЯ 1

I/ При условии соблюдения постановлений пункта 2 статьи 2 и статьи 3, Соглашение остается в силе во взаимоотношениях Сторон настоящего Протокола до 31 декабря 1965 года.

СТАТЬЯ 2

I/ Совет немедленно предпримет изучение основ и рамок для нового соглашения, которое вступит в силу не позднее даты прекращения действия настоящего Протокола, и представит участвующим правительствам доклад, включающий соответствующие рекомендации, не позднее 30 июня 1964 года.

2/ В том случае, если новое соглашение вступит в силу до истечения срока действия настоящего Протокола, действие Протокола соответственно прекратится.

СТАТЬЯ 3

Пункты 2/ и 3/ статьи 3, статьи 7 по 25 включительно и пункты 4/ и 7/ статьи 44 Соглашения считаются недействительными ; действие статей 41 и 42 прекращается.

СТАТЬЯ 4

Правительства могут стать Сторонами настоящего Протокола в соответствии с их конституционными порядками:

- а/ путем его подписания,
- в/ путем его ратификации, принятия или одобрения после его подписания с оговоркой о ратификации, принятии или одобрении, или
- с/ путем присоединения к нему.

#### СТАТЬЯ 5

1/ Настоящий Протокол будет открыт в Лондоне с 1 августа 1963 г. по 30 сентября 1963 г. включительно для подписания правительствами, являющимися Сторонами Соглашения, и правительством любой другой страны, упомянутой в статье 33 или 34 Соглашения.

2/ Ратификационные грамоты или акты о принятии или одобрении сдаются на хранение правительству Соединенного Королевства Великобритании и Северной Ирландии.

3/ После 30 сентября 1963 г. настоящий Протокол будет открыт для присоединения к нему правительства любой страны, упомянутой в статье 33 или 34 Соглашения, путем сдачи на хранение акта о присоединении правительству Соединенного Королевства Великобритании и Северной Ирландии.

4/ Настоящий Протокол будет также открыт для присоединения к нему правительства любого государства - члена Организации Объединенных Наций и любого правительства, приглашенного на Конференцию 1963 года Организации Объединенных Наций по вопросу о сахаре, но не упомянутого в статьях 33 и 34 Соглашения, при условии, что относительно числа голосов, которым будет располагать в Совете правительство, желающее присоединиться, будет предварительно достигнута договоренность между Советом и этим правительством.

#### СТАТЬЯ 6

1/ Настоящий Протокол вступит в силу 1 января 1964 г. между теми правительствами, которые к этому дню присоединятся к этому Протоколу при условии, что такие правительства располагают согласно Соглашению 60 процентами голосов импортирующих стран и 70 процентами голосов экспортirующих стран 31 декабря 1963 г. Ратификационные грамоты, акты о принятии, одобрении, или присоединении, сданные на хранение после указанной даты, вступят в силу со дня их сдачи на хранение.

2/ В целях введения в действие настоящего Протокола в соответствии с пунктом I настоящей статьи, равносильной ратификационной грамоте, акту о принятии, одобрении или присоединении будет считаться нотификация, полученная правительством Соединенного Королевства Великобритании и Северной Ирландии до I января 1964 г. и содержащая обязательство обеспечить ратификацию, принятие, одобрение или присоединение в соответствии с национальными конституционными порядками как можно скорее и, по возможности, до I июля 1964 года. Однако, если Совет будет убежден в том, что заинтересованное правительство не сдало на хранение ратификационной грамоты или акта о принятии, одобрении или присоединении вследствие затруднений, связанных с его конституционным порядком, Совет может продлить срок после I июля 1964 г. по своему усмотрению.

3/ Если к I января 1964 г. правительства, располагающие меньшим процентом голосов, чем предусмотрено в пункте I/ настоящей статьи, станут сторонами настоящего Протокола, то правительства, подписавшие, ратифицировавшие, принявшие или одобравшие настоящий Протокол, или присоединившиеся к нему, могут договориться о введении его в действие между собой.

#### СТАТЬЯ 7

Когда в связи с применением Соглашения делается ссылка на правительства или страны, занесенные в список или названные в отдельных статьях или включенные в эти статьи, любая страна, не упомянутая в статьях 33 и 34 Соглашения, и правительство которой стало Стороной Соглашения до I января 1964 г. в соответствии с пунктом 4 статьи 41 Соглашения или стало Стороной Протокола в соответствии со статьями 4 и 5 настоящего Протокола, рассматривается как страна, занесенная в список или названная в этих статьях или включенная в эти статьи.

#### СТАТЬЯ 8

Правительства, участвующие в настоящем Протоколе, обязываются уплачивать взносы, предусмотренные Статьей 38 Соглашения, в соответствии с их конституционным порядком.

#### СТАТЬЯ 9

Правительство Соединенного Королевства Великобритании и Северной Ирландии незамедлительно уведомляет все правительства, участвовавшие на Конференции 1963 года Организации Объединен-

ных Наций по вопросу о сахаре о каждом подписании, ратификации, принятии и одобрении настоящего Протокола, о каждом присоединении к нему, о каждой нотификации, полученной во исполнение постановлений пункта 2 статьи 6, и о дате вступления в силу настоящего Протокола.

Настоящий Протокол, тексты которого на английском, испанском, китайском, русском и французском языках являются равно аутентичными, сдается на хранение правительству Соединенного Королевства Великобритании и Северной Ирландии, которое рассыпает заверенные копии Протокола каждому подписавшему его или присоединившемуся к нему правительству.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, будучи должностным образом на то уполномочены своим правительством, подписали настоящий Протокол.

Совершено в Лондоне первого августа тысяча девятьсот шестьдесят третьего года.

**PROTOCOLO PARA PROLONGAR LA VIGENCIA DEL CONVENIO  
INTERNACIONAL DEL AZUCAR DE 1958**

Los gobiernos que son partes en este Protocolo;

Deseando, de conformidad con la Resolución Final de la Conferencia de las Naciones Unidas sobre el Azúcar de 1963, que se prolongue entre ellos la vigencia del Convenio Internacional del Azúcar que se abrió a la firma en Londres desde el 1º hasta el 24 de diciembre de 1958 (en adelante se dirá "el Convenio");

Reiterando sus intenciones de examinar con urgencia las bases posibles de un nuevo proyecto de Convenio Internacional del Azúcar que reemplace al Convenio;

Han convenido en lo siguiente:—

**ARTÍCULO 1**

El Convenio continuará en vigor entre las partes en este Protocolo hasta el 31 de diciembre de 1965, sin perjuicio de las disposiciones del párrafo (2) del artículo 2 y del artículo 3.

**ARTÍCULO 2**

(1) El Consejo comenzará inmediatamente un estudio de las bases y del marco de un nuevo Convenio que habrá de entrar en vigor a más tardar en la fecha de expiración del presente Protocolo y presentará a los gobiernos participantes, a más tardar el 30 de junio de 1964, un informe que incluya las recomendaciones pertinentes.

(2) Si un nuevo Convenio entrara en vigor antes de la fecha de expiración del presente Protocolo, éste cesará de surtir efecto a partir de ese momento.

**ARTÍCULO 3**

Los párrafos (2) y (3) del artículo 3, los artículos 7 a 25 ambos inclusive, y los párrafos (4) y (7) del artículo 44 del Convenio se considerarán no vigentes; los artículos 41 y 42 dejarán de surtir efectos.

**ARTÍCULO 4**

Los gobiernos pueden ser partes en este Protocolo, de conformidad con sus procedimientos constitucionales,

- (a) mediante firma; o
- (b) mediante ratificación, aceptación o aprobación después de haberlo firmado sujeto a ratificación, aceptación o aprobación; o
- (c) mediante adhesión.

**ARTÍCULO 5**

(1) El presente Protocolo estará abierto a la firma en Londres desde el 1º de agosto hasta el 30 de septiembre de 1963 inclusive, para los gobiernos participantes en el Convenio y para el gobierno de cualesquiera de los países mencionados en los artículos 33 y 34 del Convenio.

(2) Los instrumentos de ratificación, aceptación o aprobación se depositarán ante el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte.

(3) A partir del 30 de septiembre de 1963 el presente Protocolo quedará abierto a la adhesión de los gobiernos de cualesquiera de los países mencionados en los artículos 33 y 34 del Convenio, adhesión que se efectuará mediante el depósito de un instrumento de adhesión ante el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte.

(4) El presente Protocolo quedará asimismo abierto a la adhesión de los gobiernos de cualquier Estado Miembro de las Naciones Unidas y de cualquier gobierno invitado a la Conferencia de las Naciones Unidas sobre el Azúcar de 1963 aunque no se mencione en los artículos 33 y 34 del Convenio, entendiéndose que el gobierno que deseé adherirse al Protocolo deberá convenir de antemano con el Consejo el número de votos de que dispondrá en el Consejo dicho gobierno.

**ARTÍCULO 6**

(1) El presente Protocolo entrará en vigor el 1º de enero de 1964 entre aquellos gobiernos que, en esa fecha, sean partes en este Protocolo, siempre que dichos gobiernos tengan el 60 por ciento de los votos de los países importadores y el 70 por ciento de los votos de los países exportadores según el Convenio, el 31 de diciembre de 1963. Los instrumentos de ratificación, aceptación, aprobación o adhesión depositados posteriormente surtirán efecto a partir de la fecha en que se depositen.

(2) Para los efectos de la entrada en vigor del presente Protocolo, de conformidad con el párrafo (1) de este artículo, una notificación recibida por el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte, a más tardar el 1º de enero de 1964, que contenga el compromiso de procurar a la mayor brevedad y a ser posible antes del 1º de julio de 1964 y con arreglo a los procedimientos constitucionales, la ratificación, aceptación, aprobación o adhesión, se considerará que surte los mismos efectos que un instrumento de ratificación, aceptación, aprobación o adhesión; pero si el Consejo llega al convencimiento de que el gobierno interesado no ha depositado el instrumento correspondiente debido a dificultades originadas por el procedimiento constitucional del gobierno en cuestión, el Consejo podrá ampliar el plazo hasta la fecha posterior al 1º de julio de 1964 que decida.

(3) Si el 1º de enero de 1964 el número de votos de los gobiernos que sean partes en este Protocolo representa un tanto por ciento inferior al del párrafo (1) de este artículo, los gobiernos que hayan firmado, ratificado, aceptado, aprobado este Protocolo o se hayan adherido al mismo podrán convenir en ponerlo en vigor entre ellos.

**ARTÍCULO 7**

Para los efectos de la aplicación del Convenio, cuando se haga referencia a los gobiernos o países enumerados, mencionados o incluidos en artículos determinados, se considerará como enumerado, mencionado o incluido en dichos artículos todo país que no esté mencionado en los artículos 33 ó 34 del Convenio cuyo gobierno se haya adherido al Convenio antes del 1º de enero de 1964 de conformidad con el párrafo (4) del artículo 41 del Convenio, o que participe en este Protocolo de conformidad con los artículos 3 y 4 del mismo.

**ARTÍCULO 8**

Los gobiernos que son partes en este Protocolo se comprometen a pagar las contribuciones dispuestas por el artículo 38 del Convenio de acuerdo con sus procedimientos constitucionales.

**ARTÍCULO 9**

El Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte informará sin demora a todos los gobiernos participantes en la Conferencia de las Naciones Unidas sobre el Azúcar de 1963 de cada firma, ratificación, aceptación y aprobación del presente Protocolo, de cada adhesión al mismo, de cada notificación recibida de conformidad con el párrafo (2) del artículo 6, y de la fecha en que entrará en vigor el presente Protocolo.

Los textos en chino, en español, en francés, en inglés y en ruso del presente Protocolo son igualmente auténticos y quedarán depositados en poder del Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte, que transmitirá copias certificadas de los mismos a cada gobierno signatario o que se adhiera al Protocolo.

EN FE DE LO CUAL los que suscriben, debidamente autorizados a este efecto por sus respectivos gobiernos, han firmado este Protocolo.

HECHO en Londres, el primero de agosto de mil novecientos sesenta y tres.

**FOR AUSTRALIA:**

**POUR L'AUSTRALIE:**

**澳大利亞:**

**За Австралию:**

**POR AUSTRALIA:**

**FOR BELGIUM:**

**POUR LA BELGIQUE:**

**比利時:**

**За Бельгию:**

**POR BÉLGICA:**

**FOR BRAZIL:**

**POUR LE BRÉSIL:**

**巴西:**

**За Бразилию:**

**POR EL BRASIL:**

**FOR CANADA:**

**POUR LE CANADA:**

**加拿大:**

**За Канаду:**

**POR EL CANADÁ:**

**FOR CEYLON:**

**POUR CEYLAN:**

**錫蘭:**

**За Цейлон:**

**POR CEILÁN:**

**FOR CHILE:**

**POUR LE CHILI:**

智利:

За Чили:

**POR CHILE:**

**FOR CHINA:**

**POUR LA CHINE:**

中國:

За Китай:

**POR LA CHINA:**

**FOR COLOMBIA:**

**POUR LA COLOMBIE:**

哥倫比亞:

За Колумбию:

**POR COLOMBIA:**

**FOR COSTA RICA:**

**POUR LE COSTA RICA:**

哥斯大黎加:

За Коста-Рику:

**POR COSTA RICA:**

**FOR CUBA:**

**POUR CUBA:**

古巴:

За Кубу:

**POR CUBA:**

**FOR CZECHOSLOVAKIA:**

**POUR LA TCHÉCOSLOVAQUIE:**

**捷克斯拉夫:**

**За Чехословакию:**

**POR CHECOESLOVAQUIA:**

**FOR DENMARK:**

**POUR LE DANEMARK:**

**丹麥:**

**За Данію:**

**POR DINAMARCA:**

**FOR THE DOMINICAN REPUBLIC:**

**POUR LA RÉPUBLIQUE DOMINICAINE:**

**多 厚加共和國:**

**За Доминиканскую Республику:**

**POR LA REPÚBLICA DOMINICANA:**

**FOR ECUADOR:**

**POUR L'ÉQUATEUR:**

**厄瓜多:**

**За Эквадор:**

**POR EL ECUADOR:**

**FOR EL SALVADOR:**

**POUR LE SALVADOR:**

**薩爾瓦多:**

**За Сальвадор:**

**POR EL SALVADOR:**

**FOR THE FEDERAL REPUBLIC OF GERMANY:**

**POUR LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE:**

**德意志聯邦共和國:**

**За Федеративную Республику Германию:**

**POR LA REPÚBLICA FEDERAL DE ALEMANIA:**

**FOR THE FEDERATION OF MALAYA:**

**POUR LA FÉDÉRATION DE MALAISIE:**

**馬來亞聯邦:**

**За Малайскую Федерацию:**

**POR LA FEDERACIÓN MALAYA:**

**FOR FINLAND:**

**POUR LA FINLANDE:**

**芬蘭:**

**За Финляндию:**

**POR FINLANDIA:**

**FOR FRANCE:**

**POUR LA FRANCE:**

**法蘭西:**

**За Францию:**

**POR FRANCIA:**

**FOR GHANA:**

**POUR LE GHANA:**

**迦納:**

**За Гану:**

**POR GHANA:**

**FOR GREECE:**

**POUR LA GRÈCE:**

**希臘:**

**За Грецию:**

**POR GRECIA:**

**FOR GUATEMALA:**

**POUR LE GUATEMALA:**

**瓜地馬拉:**

**За Гватемалу:**

**POR GUATEMALA:**

**FOR HAITI:**

**POUR HAÏTI:**

**海地:**

**За Гаити:**

**POR HAITÍ:**

**FOR HUNGARY:**

**POUR LA HONGRIE:**

**匈牙利:**

**За Венгрию:**

**POR HUNGRÍA:**

**FOR INDIA:**

**POUR L'INDE:**

**印度:**

**За Индию:**

**POR LA INDIA:**

**FOR INDONESIA:**

**POUR L'INDONÉSIE:**

**印度尼西亞:**

**За Индонезию:**

**POR INDONESIA:**

**FOR IRELAND:**

**POUR L'IRLANDE:**

**愛爾蘭:**

**За Ирландию:**

**POR IRLANDA:**

**FOR ISRAEL:**

**POUR ISRAËL:**

**以色列:**

**За Израиль:**

**POR ISRAEL:**

**FOR ITALY:**

**POUR L'ITALIE:**

**義大利:**

**За Италию:**

**POR ITALIA:**

**FOR JAMAICA:**

**POUR LA JAMAÏQUE:**

**牙買加:**

**За Ямайку:**

**POR JAMAICA:**

**FOR JAPAN:**

**POUR LE JAPON:**

**日本:**

**За Японию:**

**POR EL JAPÓN:**

**FOR LEBANON:**

**POUR LE LIBAN:**

**黎巴嫩:**

**За Ливан:**

**POR EL LÍBANO:**

**FOR MEXICO:**

**POUR LE MEXIQUE:**

**墨西哥:**

**За Мексику:**

**POR MÉXICO:**

**FOR MOROCCO:**

**POUR LE MAROC:**

**摩洛哥:**

**За Марокко:**

**POR MARRUECOS:**

**FOR THE NETHERLANDS:**

**POUR LES PAYS-BAS:**

**荷兰:**

**За Нидерланды:**

**POR LOS PAÍSES BAJOS:**

**FOR NEW ZEALAND:**

**POUR LA NOUVELLE-ZÉLANDE:**

**紐西蘭:**

**За Новую Зеландию:**

**POR NUEVA ZELANDIA:**

**FOR NICARAGUA:**

**POUR LE NICARAGUA:**

**尼加拉瓜:**

**За Никарагуа:**

**POR NICARAGUA:**

**FOR NIGERIA:**

**POUR LA NIGÉRIA:**

**奈及利亞:**

**За Нигерию:**

**POR NIGERIA:**

**FOR NORWAY:**

**POUR LA NORVÈGE:**

**挪威:**

**За Норвегию:**

**POR NORUEGA:**

**FOR PAKISTAN:**

**POUR LE PAKISTAN:**

**巴基斯坦:**

**За Пакистан:**

**POR EL PAKISTÁN:**

**FOR PANAMA:**

**POUR LE PANAMA:**

**巴拿馬:**

**За Панаму:**

**POR PANAMÁ:**

**FOR PARAGUAY:**

**POUR LE PARAGUAY:**

**巴拉圭:**

**За Парагвай:**

**POR EL PARAGUAY:**

**FOR PERU:**

**POUR LE PÉROU:**

**秘魯:**

**За Перу:**

**POR EL PERÚ:**

**FOR THE PHILIPPINES:**

**POUR LES PHILIPPINES:**

**菲律賓:**

**За Филиппины:**

**POR FILIPINAS:**

**FOR POLAND:**

**POUR LA POLOGNE:**

**波蘭:**

**За Польшу:**

**POR POLONIA:**

FOR PORTUGAL:

POUR LE PORTUGAL:

葡萄牙:

За Португалию:

POR PORTUGAL:

FOR SOUTH AFRICA:

POUR L'AFRIQUE DU SUD:

南非:

За Южную Африку:

POR SUDÁFRICA:

FOR SWEDEN:

POUR LA SUÈDE:

瑞典:

За Швецию:

POR SUECIA:

FOR TRINIDAD AND TOBAGO:

POUR LA TRINITÉ ET TOBAGO:

千里達及托貝哥:

За Тринидад и Тобаго:

POR TRINIDAD Y TABAGO:

FOR TUNISIA:

POUR LA TUNISIE:

突尼西亞:

За Тунис:

POR TÚNEZ:

**FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:**

**POUR L'UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES:**

**蘇維埃社會主義共和國聯邦:**

**За Союз Советских Социалистических Республик:**

**POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS SOVIÉTICAS:**

**FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:**

**POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:**

**大不列顛及北愛爾蘭聯合王國:**

**За Соединенное Королевство Великобритании и Северной Ирландии:**

**POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE:**

**FOR THE UNITED STATES OF AMERICA:**

**POUR LES ÉTATS-UNIS D'AMÉRIQUE:**

**美利堅合衆國:**

**За Соединенные Штаты Америки:**

**POR LOS ESTADOS UNIDOS DE AMÉRICA:**



September 25, 1963

*Certified a true copy of the Protocol for the  
Prolongation of the International Sugar Agreement  
of 1958, adopted at London on July 4, 1963, by the  
United Nations Sugar Conference, 1963.*

*Librarian and Keeper of the Papers for  
the Secretary of State for Foreign Affairs.*

WHEREAS it is provided in Article 4 that Governments may become parties to the Protocol, in accordance with their constitutional procedures, by signing it; by ratifying, accepting, or approving it after having signed it subject to ratification, acceptance, or approval; or by acceding to it;

WHEREAS the Protocol was signed, subject to ratification, in behalf of the Government of the United States of America on September 27, 1963;

WHEREAS, pursuant to paragraph (2) of Article 6 of the Protocol, the Government of the United States of America notified the Government of the United Kingdom of Great Britain and Northern Ireland on December 18, 1963, of its undertaking to seek ratification of the Protocol;

WHEREAS the Senate of the United States of America by their resolution of January 30, 1964, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Protocol;

WHEREAS the said Protocol was duly ratified by the President of the United States of America on February 10, 1964, in pursuance of the advice and consent of the Senate;

WHEREAS it is provided in Article 5 of the said Protocol that instruments of ratification, acceptance, approval, or accession shall be deposited with the Government of the United Kingdom of Great Britain and Northern Ireland;

WHEREAS the Government of the United States of America deposited an instrument of ratification to the Protocol with the Government of the United Kingdom of Great Britain and Northern Ireland on February 27, 1964;

AND WHEREAS, pursuant to the provisions of Article 6 of the Protocol, the Protocol entered into force on January 1, 1964 among certain Governments and entered into force with respect to the United States of America on February 27, 1964;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said Protocol to the end that the same, and every article and clause thereof, 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 hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this sixth day of November in  
the year of our Lord one thousand nine hundred sixty-  
[SEAL] four and of the Independence of the United States of  
America the one hundred eighty-ninth.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

### Note by the Department of State

1. The Protocol for the Prolongation of the International Sugar Agreement of 1958, which was open for signature in London from August 1 to September 30, 1963, was signed in behalf of the following countries and, where the signature was subject to ratification, approved by them as indicated:

<u>Country</u>	<u>Date of signature</u>	<u>Date of deposit of notification of intent to seek ratification</u>	<u>Date of deposit of ratification</u>
Argentina <sup>1</sup>	September 30, 1963	December 30, 1963	
Australia	September 5, 1963		
Belgium <sup>2</sup>	September 27, 1963	December 31, 1963	June 30, 1964
Brazil <sup>1</sup>	September 26, 1963	December 28, 1963	October 29, 1964
Canada	September 30, 1963		
China <sup>3</sup>	September 16, 1963		December 23, 1963
Colombia <sup>1</sup>	September 30, 1963	December 31, 1963	December 31, 1964
Costa Rica	August 27, 1963		October 31, 1963
Cuba <sup>4</sup>	September 9, 1963	November 9, 1963	September 10, 1964

<sup>1</sup> Signed, subject to ratification.

<sup>2</sup> Signed, subject to ratification, with a statement which reads in translation as follows: "This signature is given for the Belgo-Luxembourg Economic Union."

<sup>3</sup> Signed, subject to ratification, with the following declaration:

"The Government of the Republic of China is the only legitimate Government of China. In signing this Protocol, I declare, in the name of my Government, that any statements or reservations made thereto, which are incompatible with or derogatory to the legitimate position of the Government of the Republic of China are illegal, and therefore, null and void."

<sup>4</sup> Signed, subject to ratification, with a declaration which reads in translation as follows:

"Ratification in the name of Cuba of the present Protocol which prolongs the International Sugar Agreement of 1958, Articles 14 and 34 of which refer to China (Taiwan), in no respect implies recognition of Chiang Kai-shek sovereignty over Taiwan territory, nor recognition of the so-called 'Nationalist Government of China' as the legal and competent Government of China."

<u>Country</u>	<u>Date of signature</u>	<u>Date of deposit of notification of intent to seek ratification</u>	<u>Date of deposit of ratification</u>
Czechoslovakia <sup>1</sup>	September 27, 1963		
Denmark	September 27, 1963		
Dominican Republic	September 17, 1963	December 31, 1963	March 18, 1964
Ecuador <sup>2</sup>	September 27, 1963		December 31, 1963
El Salvador	September 30, 1963		
Germany, Federal Republic of <sup>3</sup>	September 26, 1963	December 28, 1963	
France	September 27, 1963		
Ghana	September 16, 1963		
Guatemala <sup>4</sup>	September 27, 1963		December 20, 1963
Haiti	September 3, 1963		
Hungary <sup>5</sup>	September 26, 1963		
India <sup>6</sup>	September 30, 1963		
Indonesia <sup>2</sup>	September 30, 1963	December 31, 1963	May 27, 1964
Ireland <sup>2</sup>	September 26, 1963		December 30, 1963

<sup>1</sup> The following declaration was made on December 20, 1963:

“The Czechoslovak Government considers the reservations made at the time of signature of the International Sugar Agreement of 1958 remain in force after the signature of the Protocol for its prolongation.”

<sup>2</sup> Signed, subject to ratification.

<sup>3</sup> Signed, subject to ratification or acceptance.

<sup>4</sup> Signed *ad referendum*, with a declaration which reads in translation as follows:

“The signature, approval, ratification and application of this Protocol on the part of the Government of Guatemala, will not imply the recognition by the Republic of Guatemala of any territory as a sovereign State and of any régime as a legal Government, which to date is not recognized by them. It does not imply the establishment or the resumption of diplomatic relations with those countries with whom they do not at present maintain them.”

<sup>5</sup> Signed, subject to the reservations made on accession to the International Sugar Agreement of 1958.

<sup>6</sup> Signed, subject to the declaration and reservations made on accession to the International Sugar Agreement of 1958.

<u>Country</u>	<u>Date of signature</u>	<u>Date of deposit of notification of intent to seek ratification</u>	<u>Date of deposit of ratification</u>
Italy <sup>1</sup>	September 30, 1963	November 11, 1963	
Jamaica	September 30, 1963		
Japan	September 23, 1963		
Lebanon <sup>1</sup>	September 17, 1963		
Mexico	September 27, 1963	December 30, 1963	September 10, 1964
Morocco	September 30, 1963		
Netherlands <sup>1</sup>	September 30, 1963		December 31, 1963
New Zealand	September 30, 1963		
Nicaragua	September 30, 1963		
Nigeria	August 20, 1963	December 31, 1963	March 19, 1964
Paraguay <sup>1</sup>	September 9, 1963		
Peru	August 2, 1963		November 14, 1964
Philippines <sup>1</sup>	August 6, 1963	December 20, 1963	November 5, 1964
Poland	September 26, 1963		December 9, 1964
Portugal	September 13, 1963		
South Africa	September 27, 1963		
Trinidad and Tobago	September 4, 1963		
Tunisia <sup>2</sup>	September 30, 1963		

<sup>1</sup> Signed, subject to ratification.

<sup>2</sup> Did not sign subject to ratification; however, information was received from the depositary that ratification may be necessary.

<u>Country</u>	<u>Date of signature</u>	<u>Date of deposit of notification of intent to seek ratification</u>	<u>Date of deposit of ratification</u>
Union of Soviet Socialist Republics <sup>1</sup>	September 25, 1963	December 30, 1963	January 10, 1964 <sup>2</sup>
United Kingdom of Great Britain and Northern Ireland <sup>3</sup>	August 1, 1963		
United States of America <sup>4</sup>	September 27, 1963	December 18, 1963	February 27, 1964

<sup>1</sup> Signed, with a statement which in translation reads as follows:

"It is understood that the corresponding reservations, made by the Soviet Union at the time of signature and ratification of the International Sugar Agreement of 1958, remain in force."

<sup>2</sup> Ratification deposited by the Soviet Union, with a declaration which reads in translation as follows:

"It is understood that in view of the social-economic structure of the U.S.S.R. and its planned national economy, Articles 10 and 13 concerning the limitation of production and stocks, and also Article 3 of the Agreement concerning the subsidising of the export of sugar, do not apply to the U.S.S.R.

"The Soviet Union considers it necessary to state, as it did at the time of signing the Agreement, that the Chiang-kai-Shek-ist clique does not represent, has no right to act on behalf of China and therefore any of its international acts are illegal, contravening the Charter of the United Nations Organization, so that the Union of Soviet Socialist Republics again confirms that it also does not accept the signatures of the Chiang-kai-Shek-ists to the Protocol referred to.

"There is in the world only one Chinese State—the Chinese People's Republic—and China is only represented by the Government of the Chinese People's Republic."

<sup>3</sup> Signed, with the following declaration:

"At the time of signing the present Protocol I declare that since the Government of the United Kingdom do not recognise the Nationalist Chinese authorities as the competent Government of China they cannot regard signature of the Protocol by a Nationalist Chinese representative as a valid signature on behalf of China.

"The Government of the United Kingdom interpret Article 38 (6) of the Agreement as requiring the Government of the country where the Council is situated to exempt from taxation the assets, income and other property of the Council and the remuneration paid by the Council to those of its employees who are not nationals of the country where the Council is situated."

<sup>4</sup> Signed, subject to ratification.

2. Accessions were deposited with the Government of the United Kingdom of Great Britain and Northern Ireland by the following countries on the dates indicated.

<u>Country</u>	<u>Date of deposit of accession</u>
Malagasy Republic	October 22, 1964
Panama	October 1, 1963
Upper Volta	June 15, 1964

# MULTILATERAL

## Whaling

*Amendments to the Schedule to the International Whaling Convention signed at Washington December 2, 1946.*

*Adopted at the Sixteenth Meeting of the International Whaling Commission, London, June 26, 1964;*

*Entered into force October 1, 1964, and January 22, 1965.*

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INTERNATIONAL WHALING COMMISSION  
EAST BLOCK, WHITEHALL PLACE, LONDON, S.W.1  
Telephone: TRAFALGAR 7711 (Extension 383)

*Chairman:* M. N. SUKHOCHENKO (U.S.S.R.)      *Vice-Chairman:* H. GARDNER (U.K.)

*Secretary:* R. S. WIMPENNY

A.S. XVI

2ND JULY, 1964

SIR,

Circular letter to all Contracting Governments  
International Whaling Convention, 1946 [1]  
Amendments to the Schedule

The Sixteenth Annual Meeting of the Commission closed on Friday 26th June, 1964. The various decisions taken at the meeting will be notified to you in due course, but this letter informs you of the amendments to the Schedule agreed upon by the Commission.

The Schedule amendments are as follows:—

Paragraph 2:      For the existing sentence, substitute the following:—

“It is forbidden to take or kill gray whales or right whales except by aborigines or a Contracting Government on behalf of aborigines and only when the meat and products of such whales are to be used exclusively for local consumption by the aborigines.”

Paragraph 4(1):      Delete 1965 and insert 1970.

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<sup>1</sup> TIAS 1849; 62 Stat. (pt. 2) 1723.

- Paragraph 6(1): Delete 1964 and insert 1969.
- Paragraph 6(3): Delete the words "except in the waters north of 55° south latitude from 0° eastwards to 80° east longitude."
- Paragraph 9(a): Delete 1962 in the ninth line and insert 1965.
- Paragraph 9(b): Delete 1962 in the eighth line and insert 1965.

In accordance with the provisions of Article V of the Convention these amendments will become effective with respect to each Contracting Government ninety days following the date of this letter, unless any Contracting Government lodges an objection in which case the procedure under Article V(3) will be followed.

The ninety-day period is deemed to expire at midnight on 30th September, 1964 and in the absence of objections by that date the amendments will become effective and you will be notified accordingly.

The Commission failed to agree on amendment of Article 8(a) of the Schedule.

It is requested that you acknowledge the receipt of this letter. A copy is being sent to each Commissioner.

I am, Sir,

Your obedient Servant,

R S WIMPENNY  
*Secretary to the Commission*

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INTERNATIONAL WHALING COMMISSION  
EAST BLOCK, WHITEHALL PLACE, LONDON, S.W.1  
Telephone: TRAFALGAR 7711 (Extension 383)

*Chairman: M. N. SUKHOCHENKO (U.S.S.R.) Vice-Chairman: H. GARDNER (U.K.)  
Secretary: R. S. WIMPENNY*

A. S. XVI

1ST OCTOBER 1964

Circular Communication to all Contracting Governments  
International Whaling Convention, 1946  
Amendments of Schedule

The Secretary refers to his circular communication of 2nd July, 1964 about the amendments to the Schedule to the Convention which the Commission agreed upon at the Sixteenth Meeting.

In a letter dated 30th September, 1964 from the Japanese Ambassador in London, a copy of which is enclosed,<sup>1</sup> the Secretary has been informed that the Government of Japan object to the amendment to paragraph 6(3) of the Schedule.

In accordance with Article V(3) of the Convention the amendment to paragraph 6(3) will now remain inoperative for an additional period of 90 days from 30th September, 1964, that is until midnight

<sup>1</sup> Not printed.

on 29th December, 1964, when in the absence of further objections the amendment to paragraph 6(3) will then become binding on all Contracting Governments except the Government of Japan.

No objections have been received to the other amendments proposed at the Sixteenth Meeting, i.e. to paragraphs 2, 4(1), 6(1), 9(a) and 9(b), and these amendments, which are repeated overleaf, therefore become binding on all Contracting Governments from 1st October, 1964.

The Secretary requests an acknowledgement of the receipt of this letter, a copy of which is being sent to all Commissioners.

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INTERNATIONAL WHALING COMMISSION  
EAST BLOCK, WHITEHALL PLACE, LONDON, S.W.1  
Telephone: TRAFALGAR 7711 (Extension 383)  
*Chairman:* M. N. SUKHKORUCHENKO (U.S.S.R.)      *Vice-Chairman:* H. GARDNER (U.K.)  
*Secretary:* R. S. WIMPENNY

A.S.XVI

23RD DECEMBER, 1964

Circular Communication to all Contracting Governments  
International Whaling Convention, 1946  
Amendments to Schedule

The Secretary refers to his circular communication of 1st October, 1964 in which Contracting Governments were informed of the objection of the Japanese Government to the amendment to paragraph 6(3) of the Schedule.

In a letter received on 22nd December, 1964 the Secretary was informed that the Government of Norway objects to the amendment to paragraph 6(3) of the Schedule. The text of the letter of objection is attached.<sup>[1]</sup>

In accordance with the terms of Article V(3) of the Convention the amendment to paragraph 6(3) of the Schedule will now remain inoperative for a further 30 days from the date of receipt of the letter of objection from the Government of Norway, that is until 21st January 1965. Thereafter the amendment to this paragraph of the Schedule will be binding on all Contracting Governments except the Governments of Japan and Norway or any other Contracting Government who under Article V(3) of the Convention registers objection before the end of the 30 day period on 21st January, 1965.

The Secretary requests an acknowledgement of the receipt of this communication, a copy of which is being sent to all Commissioners.

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<sup>1</sup> Not printed.

INTERNATIONAL WHALING COMMISSION  
EAST BLOCK, WHITEHALL PLACE, LONDON, S.W.1  
Telephone: TRAFALGAR 7711 (Extension 383)

*Chairman:* M. N. SUKHOCHENKO (U.S.S.R.)      *Vice-Chairman:* H. GARDNER (U.K.)  
*Secretary:* R. S. WIMPENNY

A.S.XVI

22ND JANUARY, 1965

Circular Communication to Contracting Governments

International Whaling Convention, 1946

Amendments to Schedule

In communications dated 21st January, 1965 the Secretary has been informed that the Governments of the United Kingdom and the Union of Soviet Socialist Republics object to the amendment to paragraph 6(3) of the Schedule which the Commission adopted at the Sixteenth Meeting. The texts of the statements from both of these Governments are attached.<sup>[1]</sup>

Contracting Governments were advised in the Secretary's communications of 1st October and 23rd December, 1964 of the objections lodged to the amendment of paragraph 6(3) of the Schedule by the Governments of Japan and Norway.

The amendment to paragraph 6(3) of the Schedule closed to blue whaling the waters south of 40° South Latitude and north of 55° South Latitude from 0° eastwards to 80° East Longitude and thus gave complete protection to blue whales in the Antarctic. The amendment comes into effect on 22nd January, 1965, but is not binding upon those Governments who have objected to it i.e. the Governments of Japan, Norway, the United Kingdom and the Union of Soviet Socialist Republics.

A copy of this communication is being sent to all Commissioners and to members of the Scientific Committee.

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<sup>1</sup> Not printed.

# LAOS

## Investment Guaranties

*Agreement effected by exchange of notes  
Signed at Vientiane December 29, 1964;  
Entered into force December 29, 1964.*

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*The American Ambassador to the Lao Minister of Foreign Affairs ad interim*

No. 184

VIENTIANE, December 29, 1964

**EXCELLENCY:**

I have the honor to refer to conversations which have recently taken place between representatives of our two governments relating to investments in the Kingdom of Laos which further the development of the economic resources and productive capacities of Laos and to guaranties of such investments by the Government of the United States of America. I also have the honor to confirm the following understandings reached as a result of those conversations:

1. The Government of the United States of America and the Royal Government of Laos shall, upon the request of either Government, consult concerning investments in Laos which the Government of the United States of America may guaranty.
2. The Government of the United States of America shall not guaranty an investment in Laos unless the Royal Government of Laos approves the activity to which the investment relates and recognizes that the Government of the United States of America may guaranty such investment.
3. If an investor transfers to the Government of the United States of America pursuant to an investment guaranty, (a) lawful currency, including credits thereof, of Laos, (b) any claims or rights which the investor has or may have arising from the business activities of the investor in Laos or from the events entitling the investor to payment under the investment guaranty, or (c) all or part of the interest of the investor in any property (real or personal, tangible or intangible) within Laos, the Royal Government of Laos shall recognize such transfer as valid and effective.
4. Lawful currency of Laos, including credits thereof, which is acquired by the Government of the United States of America pursuant to a transfer of currency or from the sale of property transferred under

an investment guaranty shall be accorded treatment by the Royal Government of Laos with respect to exchange, repatriation of use thereof, not less favorable than that accorded to funds of nationals of the United States of America derived from activities similar to those in which the investor had been engaged, and such currency may in any event be used by the Government of the United States of America for any of its expenditures in Laos.

5. Any dispute regarding the interpretation or application of the provisions of this Agreement or any claim against the Royal Government of Laos to which the Government of the United States of America may succeed as transferee or which may arise from the events causing payment under an investment guaranty shall, upon the request of either Government, be the subject of negotiations between the two Governments and shall be settled, insofar as possible, in such negotiations. If, within a period of three months after a request for negotiation, the two Governments are unable to settle any such dispute or claim by agreement, the dispute or claim shall be referred upon the initiative of either Government, to a sole arbitrator, selected by mutual agreement, for final and binding determination in light of the applicable principles of international law. If the two Governments are unable to select an arbitrator within a period of three months after indication by either Government of its desire to arbitrate, the President of the International Court of Justice shall, at the request of either Government, designate the arbitrator.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Royal Government of Laos, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on the date of your note in reply.

Accept, Excellency, the assurances of my highest consideration.

WILLIAM H. SULLIVAN

His Excellency

Chao Phagna Luang

OUTHONG SOUVANNAVONG,

*Minister of Foreign Affairs a.i.,*

Vientiane.

*The Lao Minister of Foreign Affairs ad interim to the American Ambassador*

ROYAUME DU LAOS

MINISTÈRE  
DES  
AFFAIRES ÉTRANGÈRES

N° 1511/AE/CI

VIENTIANE le 29 Décembre 1964

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre N° 184 en date de ce jour relative aux garanties d'investissement au Laos dont teneur suit:

"J'ai l'honneur de me référer aux conversations qui ont eu lieu récemment entre les représentants de nos deux gouvernements au sujet des investissements dans le Royaume du Laos susceptibles de promouvoir le développement des ressources économiques et la capacité de production du Laos et au sujet de l'émission de garanties de ces investissements par le Gouvernement des Etats-Unis d'Amérique. J'ai également l'honneur de confirmer les arrangements suivants qui sont le résultat de ces conversations:

1. Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement Royal du Laos se consulteront, à la demande de l'un ou de l'autre d'entre eux, au sujet d'investissements au Laos à l'égard desquels des garanties pourraient être données par le Gouvernement des Etats-Unis d'Amérique.

2. Le Gouvernement des Etats-Unis d'Amérique ne garantira aucun investissement au Laos à moins que le Gouvernement Royal du Laos n'approuve l'activité sur laquelle porte cet investissement et ne reconnaîsse au Gouvernement des Etats-Unis d'Amérique le droit de garantir un tel investissement.

3. Si une personne ayant effectué un investissement transfère au Gouvernement des Etats-Unis d'Amérique, en vertu d'une garantie de cet investissement, (a) des montants en devises légales du Laos, y compris les crédits en devises légales du Laos, (b) toutes réclamations ou droits existant ou pouvant survenir du fait des activités commerciales de l'entrepreneur au Laos ou du fait de circonstances l'habilitant à recevoir un paiement au titre de la garantie d'investissement, ou (c) le tout ou une partie des intérêts de la personne ayant effectué un investissement dans une propriété (immobilière ou mobilière, tangible ou intangible) située au Laos, le Gouvernement Royal du Laos reconnaîtra ce transfert comme une opération valable et réelle.

4. Les devises légales du Laos, y compris les crédits en devises légales, acquis par le Gouvernement des Etats-Unis d'Amérique en vertu d'un transfert de devises ou d'une vente de propriété transférée au titre d'une garantie d'investissement, recevront de la part du Gouvernement Royal du Laos, en ce qui concerne leur échange, leur rapatriement ou leur utilisation, un traitement qui ne sera pas moins

favorable que celui accordé à des fonds appartenant à des ressortissants des Etats-Unis d'Amérique qui proviennent d'activités semblables à celles de la personne ayant effectué des investissements, et ces devises pourront, en tout cas, être utilisées par le Gouvernement des Etats-Unis d'Amérique pour toutes dépenses au Laos.

5. Tout litige concernant l'interprétation ou l'application des dispositions du présent Accord, ou toute réclamation contre le Gouvernement Royal du Laos à laquelle le Gouvernement des Etats-Unis d'Amérique peut succéder en sa qualité de bénéficiaire d'un transfert, ou en conséquence d'un paiement au titre d'une garantie d'investissement, fera l'objet de négociations entre les deux Gouvernements, à la demande de l'un ou de l'autre d'entre eux, et sera réglé dans toute la mesure du possible par ces négociations. Si, après un délai de trois mois après une demande de négociation, les deux Gouvernements ne parviennent pas à régler un tel litige ou une telle réclamation par un accord, le litige ou la réclamation sera renvoyé, sur l'initiative de l'un ou de l'autre des Gouvernements, à un arbitre unique, choisi d'un commun accord, pour une décision définitive et obligatoire en fonction des principes du droit international applicables. Si les deux Gouvernements ne parviennent pas à choisir un arbitre dans un délai de trois mois après que l'un ou l'autre des Gouvernements ait manifesté son désir d'avoir recours à l'arbitrage, le Président de la Cour Internationale de Justice nommera l'arbitre, à la requête de l'un ou de l'autre Gouvernement.

Sur réception d'une note de Votre Excellence indiquant que les dispositions qui précèdent rencontrent l'agrément du Gouvernement Royal du Laos, le Gouvernement des Etats-Unis d'Amérique considérera que la présente note et votre réponse à celle-ci constituent un Accord à ce sujet entre nos deux Gouvernements, ledit Accord devant entrer en vigueur à la date de votre réponse".

Je vous confirme par la présente que le Gouvernement Royal donne son accord aux arrangements énoncés dans votre lettre précitée qui sont le résultat des conversations qui ont eu lieu récemment entre les représentants de nos deux Gouvernements.

Les dispositions ci-dessus qui constituent, à ce sujet, un accord entre nos deux Gouvernements entreront en vigueur à compter de ce jour.

Je vous prie d'agrérer, Excellence, les assurances de ma haute considération./.



CHAO PHAGNA LUANG  
Outhong SOUVANNAVONG,  
Ministre des Affaires Etrangères p.i.

Son Excellence WILLIAM H. SULLIVAN  
Ambassadeur des Etats-Unis au Laos  
Vientiane

TIAS 5746

*Translation*

KINGDOM OF LAOS  
MINISTRY OF FOREIGN AFFAIRS

No. 1511/AE/CI

VIENTIANE, December 29, 1964

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 184 of this date, concerning guarantees of investment in Laos, which reads as follows:

[For the English language text see *ante*, p. 2551.]

I hereby confirm to you that the Royal Government agrees to the understandings set forth in your above-mentioned note, which are the result of the recent conversations between representatives of our two Governments.

The foregoing provisions, which constitute an agreement between our two Governments on this subject, shall enter into force today.

Accept, Excellency, the assurances of my high consideration.

[SEAL]

OUTHONG SOUVANNAVONG

Chao Phagna Luang  
Outhong Souvannavong  
*Acting Minister of Foreign Affairs*

His Excellency

WILLIAM H. SULLIVAN,  
*Ambassador of the United States to Laos,*  
*Vientiane.*

# CENTRAL AFRICAN REPUBLIC

## Investment Guaranties

*Agreement effected by exchange of notes  
Dated at Bangui December 31, 1964;  
Entered into force January 1, 1965.*

*The American Ambassador to the Acting Foreign Minister of the Central African Republic*

AMERICAN EMBASSY  
*Bangui, December 31, 1964*

No. 37

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two governments relating to investments in the Central African Republic which further the development of the economic resources and productive capacities of the Central African Republic and to guaranties of such investments by the Government of the United States of America. I also have the honor to confirm the following understandings reached as a result of those conversations:

1. The Government of the United States of America and the Government of the Central African Republic shall, upon the request of either Government, consult concerning investments in the Central African Republic which the Government of the United States of America may guaranty.

2. The Government of the United States of America shall not guaranty an investment in the Central African Republic unless the Government of the Central African Republic approves the activity to which the investment relates and recognizes that the Government of the United States of America may guaranty such investment.

3. If an investor transfers to the Government of the United States of America pursuant to an investment guaranty, (a) lawful currency, including credits thereof, of the Central African Republic, (b) any claims or rights which the investor has or may have arising from the business activities of the investor in the Central African Republic or from the events entitling the investor to payment under the investment guaranty, or (c) all or part of the interest of the investor in any property (real or personal, tangible or intangible) within the Central African Republic, the Government of the Central African Republic shall recognize such transfer as valid and effective.

4. Lawful currency of the Central African Republic, including credits thereof, which is acquired by the Government of the United States of America pursuant to a transfer of currency or from the sale of property transferred under an investment guaranty shall be accorded treatment by the Government of the Central African Republic with respect to exchange, repatriation or use thereof, not less favorable than that accorded to funds of nationals of the United States of America derived from activities similar to those in which the investor had been engaged, and such currency may in any event be used by the Government of the United States of America for any of its expenditures in the Central African Republic.

5. Any dispute regarding the interpretation or application of the provisions of this Agreement or any claim against the Government of the Central African Republic to which the Government of the United States of America may succeed as transferee or which may arise from the events causing payment under an investment guaranty shall, upon the request of either Government, be the subject of negotiations between the two Governments and shall be settled, insofar as possible, in such negotiations. If, within a period of three months after a request for negotiation, the two Governments are unable to settle any such dispute or claim by agreement, the dispute or claim shall be referred upon the initiative of either Government, to a sole arbitrator, selected by mutual agreement, for final and binding determination in light of the applicable principles of international law. If the two Governments are unable to select an arbitrator within a period of three months after indication by either Government of its desire to arbitrate, the President of the International Court of Justice shall, at the request of either Government, designate the arbitrator.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Central African Republic, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

Claude G. Ross

His Excellency

JEAN-ARTHUR BANDIO,  
*Acting Foreign Minister,*  
*Ministry of Foreign Affairs,*  
*Bangui.*

*The Central African Republic Ministry of Foreign Affairs to the  
American Ambassador*

RÉPUBLIQUE CENTRAFRICAINE

UNITÉ - DIGNITÉ - TRAVAIL

MINISTÈRE DES  
AFFAIRES ÉTRANGÈRES

Service de la Coopération  
Economique et Culturelle

N°. 4931/MAE/CEC-III-G-6

Le Ministère des AFFAIRES ETRANGERES présente ses compliments à l'AMBASSADE des ETATS-UNIS d'Amérique à Bangui et se référant à sa Note relative aux investissements en République Centrafricaine qui pourraient accélérer le développement de ses ressources économiques et de sa capacité de production, et à l'émission par le Gouvernement des Etats-Unis d'Amérique de garanties étendues vis à vis de ces investissements.

Le Ministère des Affaires Etrangères a l'honneur de confirmer à l'Ambassade les arrangements suivants qui sont le résultat des conversations qui ont eu lieu récemment entre les représentants du Gouvernement de Son Excellence et le Gouvernement de la République Centrafricaine.

1. Le Gouvernement de la République Centrafricaine et le Gouvernement des Etats-Unis d'Amérique se consulteront, à la requête de l'un ou de l'autre d'entre eux, au sujet d'investissements en République Centrafricaine à l'égard desquels des garanties pourraient être données par le Gouvernement des Etats-Unis d'Amérique.
2. Le Gouvernement des Etats-Unis d'Amérique ne garantira aucun investissement en République Centrafricaine à moins que le Gouvernement de la République Centrafricaine n'approuve l'activité sur laquelle porte cet investissement et ne reconnaîsse au Gouvernement des Etats-Unis d'Amérique le droit de garantir un tel investissement.
3. Si un citoyen américain ou une société américaine ayant effectué un investissement transfère au Gouvernement des Etats-Unis d'Amérique, en vertu d'une garantie de cet investissement, (a) des montants en devises légales, y compris les crédits en devises légales de la République Centrafricaine, (b) toutes réclamations ou droits existants ou pouvant survenir du fait de ses activités en République Centrafricaine ou du fait de circonstances l'habilitant à recevoir un paiement au titre de la garantie d'investissement, ou (c) le tout ou une partie de l'intérêt de la personne ayant effectué un investissement dans une propriété (immobilière ou mobilière, tangible ou intangible) située en République Centrafricaine le Gouvernement de la République Centrafricaine reconnaîtra ce transfert comme une opération valable et réelle.
4. Les devises légales de la République Centrafricaine, y compris les crédits en devises légales, acquis par le Gouvernement des Etats-

Unis d'Amérique en vertu d'un transfert de devises ou d'une vente de propriété transférée au titre d'une garantie d'investissement, recevront de la part du Gouvernement de la République Centrafricaine, en ce qui concerne leur échange, leur rapatriement ou leur utilisation, un traitement qui ne sera pas moins favorable que celui accordé à ces fonds appartenant à des ressortissants des Etats-Unis d'Amérique qui proviennent d'activités semblables à celle de la personne ayant effectué des investissements, et ces devises pourront en tout cas être utilisées par le Gouvernement des Etats-Unis d'Amérique pour toutes dépenses en République Centrafricaine.

5. Tout litige concernant l'interprétation ou l'application des dispositions du présent accord, ou toute réclamation contre le Gouvernement de la République Centrafricaine à laquelle le Gouvernement des Etats-Unis d'Amérique peut succéder en sa qualité de bénéficiaire d'un transfert, ou en conséquence d'un paiement au titre d'une garantie d'investissement, seront l'objet de négociations entre les deux Gouvernements, à la demande de l'un ou de l'autre d'entre eux; et seront réglés dans toute la mesure du possible par ces négociations. Si, après un délai de trois mois après une demande de négociation les deux Gouvernements ne parviennent pas à régler un tel litige ou une telle réclamation par un accord, le litige ou la réclamation seront renvoyés, sur l'initiative de l'un ou de l'autre des Gouvernements, à un arbitre unique, choisi d'un commun accord, pour une décision définitive et obligatoire en fonction des principes de Droit International applicables. Si les deux Gouvernements ne parviennent pas à choisir un arbitre dans un délai de trois mois après que l'un ou l'autre des Gouvernements ait manifesté son désir d'avoir recours à l'arbitrage, le Président de la Cour Internationale de Justice nommera l'arbitre, à la requête de l'un ou de l'autre Gouvernement.

Le Ministère des Affaires Etrangères prie l'Ambassade des Etats-Unis d'Amérique de bien vouloir considérer sa Note sus-visée relative aux investissements en République Centrafricaine et la présente réponse comme constitutives d'un Accord entre nos deux Gouvernements à ce sujet, Accord entrant en vigueur à la date du premier Janvier mil neuf cent soixante-cinq.

Le Ministère des Affaires Etrangères saisit cette occasion pour réitérer à l'Ambassade des Etats-Unis d'Amérique les assurances de sa haute considération./-



BANGUI, le 31 Dec. 1964

AMBASSADE DES ETATS-UNIS  
D'AMERIQUE à  
- Bangui -

TIAS 5747

*Translation*

CENTRAL AFRICAN REPUBLIC  
UNITY - DIGNITY - WORK

MINISTRY OF FOREIGN AFFAIRS

Division of Economic and Cultural  
Cooperation

No. 4931/MAE/CEC-III-G-6

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America at Bangui and refers to the Embassy's note concerning investments in the Central African Republic which may further the development of its economic resources and productive capacities, and to the issue by the Government of the United States of America of guaranties covering such investments.

The Ministry of Foreign Affairs has the honor to confirm to the Embassy the following understandings which are the result of the conversations held recently between representatives of its Government and the Government of the Central African Republic.

[For the English language text see *ante*, pp. 2556-2557.]

The Ministry of Foreign Affairs requests the Embassy of the United States of America to consider its above-mentioned note, concerning investments in the Central African Republic, and this reply as constituting an Agreement between the two Governments on this subject, the Agreement to enter into force on January 1, 1965.

The Ministry of Foreign Affairs avails itself of this occasion to renew to the Embassy of the United States of America the assurances of its high consideration.

[Initialed]  
[Ministry seal]

BANGUI, December 31, 1964

THE EMBASSY OF THE  
UNITED STATES OF AMERICA,  
*Bangui.*

# ICELAND

## Agricultural Commodities

*Agreement signed at Reykjavik December 30, 1964;  
Entered into force December 30, 1964.  
With exchange of notes.*

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### **AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ICELAND UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED**

The Government of the United States of America and the Government of Iceland:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for kronur of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the kronur accruing from such purchase will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below of agricultural commodities to Iceland pursuant to Title I of the Agricultural Trade Development and Assistance Act,<sup>[1]</sup> as amended (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

#### ARTICLE I

#### SALES FOR KRONUR

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Iceland of purchase

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<sup>1</sup> 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for kronur to purchasers authorized by the Government of Iceland, of the following agricultural commodities in the amounts indicated:

<u>Commodity</u>	<u>Export Market Value</u>
Cracked corn/cornmeal/barley	\$ 700,000
Edible vegetable oil	100,000
Ocean transportation (estimated)	100,000
 Total	 \$ 900,000

2. Applications for purchase authorizations will be made within 90 days after the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of kronur accruing from such sale, and other relevant matters.

3. The financing, sale and delivery of commodities under this Agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

## ARTICLE II

### USES OF KRONUR

The kronur accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown:

A. For United States expenditures under subsections (a), (b), (c), (d), (f), and (h) through (t) of Section 104 of the Act, or under any of such subsections, 25 percent of the kronur accruing pursuant to this Agreement.

B. For a loan to the Government of Iceland under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Iceland, as may be mutually agreed, 75 percent of the kronur accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the kronur for loan purposes under Section 104(g) of the Act within

three years from the date of this Agreement, the Government of the United States of America may use the kronur for any purpose authorized by Section 104 of the Act.

### ARTICLE III

#### DEPOSIT OF KRONUR

1. The amount of kronur to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into kronur as follows:

- (a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary rate applying to all foreign exchange transactions is maintained by the Government of Iceland, or
  - (b) if more than one legal rate for foreign exchange transactions exist, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of Iceland.
2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of kronur which become due under this Agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this Agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total kronur accruing to the Government of the United States of America under this Agreement.

### ARTICLE IV

#### GENERAL UNDERTAKINGS

1. The Government of Iceland will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this Agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending with the final date on which such commodities are received and utilized, (except where

such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Iceland will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities, provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like commodities.

ARTICLE V  
CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement, or to the operation of arrangements carried out pursuant to this agreement.

ARTICLE VI  
ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Reykjavik in duplicate this thirtieth day of December, 1964.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

J K PENFIELD

FOR THE GOVERNMENT OF  
ICELAND:

GUDM. I GUDMUNDSSON

*The American Ambassador to the Icelandic Minister of Foreign Affairs*

No. 41

REYKJAVIK, December 30, 1964.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments, under which the United States of America undertakes to finance the delivery to Iceland of \$900,000 worth of agricultural commodities, and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that deliveries under the agreement should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of Iceland agrees that it will procure and import with its own resources the following agricultural commodities in addition to those to be purchased under the terms of the cited Agreement.

(a) From the United States of America and countries friendly to it at least 1,400 metric tons of edible vegetable oils, of which at least 250 metric tons shall be from the United States of America, during the calendar year ending December 31, 1965.

(b) From the United States of America at least 15,000 metric tons of feedgrains during the calendar year ending December 31, 1965.

If deliveries of commodities under the Agreement extend into calendar year 1966, the level of usual marketing requirements for that year will be determined at the time the request for extension of deliveries is made.

(2) If butter is exported from Iceland during calendar year 1965 the Government of Iceland agrees to offset butter exports by purchasing and importing an equivalent amount of edible vegetable oil, with its own resources, from the United States of America and countries friendly to it during calendar year 1965 in addition to the foregoing usual marketing requirements.

(3) The Government of Iceland will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of the following amounts of kronur:

(a) \$18,000 worth of kronur or two (2) percent of the kronur accruing under the Agreement, whichever is greater, for purposes of Section 104(a) of the Act. These currencies will be utilized to finance agricultural market development activities in other countries.

(b) \$20,000 worth of kronur for purposes of Section 104(h) of the Act and for purposes of the Mutual Educational and Cultural Exchange Act of 1961. [¹] These currencies will be utilized to finance

<sup>1</sup> 75 Stat. 527; 22 U.S.C. § 2451 note.

educational and cultural exchange programs and activities in other countries.

(4) The Government of the United States of America may utilize kronur in Iceland to pay for travel which is part of a trip in which the traveler travels from, to or through Iceland. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which kronur may be utilized shall not be limited to services provided by Iceland's transportation facilities.

(5) The Government of Iceland undertakes not to resell to third countries or permit to be resold to third countries any grains, including barley and corn, acquired from foreign countries during calendar year 1965.

(6) The Government of Iceland gives assurances that any taxes collected in connection with import of commodities under the Agreement will not be used for export promotion.

(7) With regard to Paragraph 4 of Article IV of the Agreement, the Government of Iceland agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; date unloading was completed; disposition of the cargo, i.e. stored, distributed locally, or if shipped, where shipped. In addition, the Government of Iceland agrees to furnish quarterly (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program will not result in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of Iceland showing progress made toward fulfilling commitments or usual marketings. The Government of Iceland further agrees that the statement will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

JAMES K. PENFIELD

His Excellency

GUDMUNDUR I. GUDMUNDSSON,  
Minister of Foreign Affairs,  
Reykjavik

*The Icelandic Minister of Foreign Affairs to the American Ambassador*

**UTANRIKISRÁÐUNEYTIÐ**

**REYKJAVÍK**

*December 30, 1964.*

**EXCELLENCY:**

I have the honour to acknowledge receipt of your note dated today which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments, under which the United States of America undertake to finance the delivery to Iceland of \$900,000 worth of agricultural commodities, and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that deliveries under the agreement should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of Iceland agrees that it will procure and import with its own resources the following agricultural commodities in addition to those to be purchased under the terms of the cited Agreement.

(a) From the United States of America and countries friendly to it at least 1,400 metric tons of edible vegetable oils, of which at least 250 metric tons shall be from the United States of America, during the calendar year ending December 31, 1965.

(b) From the United States of America at least 15,000 metric tons of feedgrains during the calendar year ending December 31, 1965.

If deliveries of commodities under the Agreement extend into calendar year 1966, the level of usual marketing requirements for that year will be determined at the time the request for extension of deliveries is made.

(2) If butter is exported from Iceland during calendar year 1965 the Government of Iceland agrees to offset butter exports by purchasing and importing an equivalent amount of edible vegetable oil, with its own resources, from the United States of America and countries friendly to it during calendar year 1965 in addition to the foregoing usual marketing requirements.

(3) The Government of Iceland will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of the following amounts of kronur:

(a) \$18,000 worth of kronur or two (2) percent of the kronur accruing under the Agreement, whichever is greater, for purposes of Section 104(a) of the Act. These currencies will be utilized to finance agricultural market development activities in other countries.

(b) \$20,000 worth of kronur for purposes of Section 104(h) of the Act and for purposes of the Mutual Educational and Cultural Exchange Act of 1961. These currencies will be utilized to finance educational and cultural exchange programs and activities in other countries.

(4) The Government of the United States of America may utilize kronur in Iceland to pay for travel which is part of a trip in which the traveler travels from, to or through Iceland. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which kronur may be utilized shall not be limited to services provided by Iceland's transportation facilities.

(5) The Government of Iceland undertakes not to resell to third countries or permit to be resold to third countries any grains, including barley and corn, acquired from foreign countries during calendar year 1965.

(6) The Government of Iceland gives assurances that any taxes collected in connection with import of commodities under the Agreement will not be used for export promotion.

(7) With regard to Paragraph 4 of Article IV of the Agreement, the Government of Iceland agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; date unloading was completed; disposition of the cargo, i.e. stored, distributed locally, or if shipped, where shipped. In addition, the Government of Iceland agrees to furnish quarterly (a) a statement of measures it has taken to prevent the resale or transhipment of commodities furnished, (b) assurances that the program will not result in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of Iceland showing progress made toward fulfilling commitments or usual marketings. The Government of Iceland further agrees that the statement will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

I shall appreciate receiving your Excellency's confirmation of the above understanding".

In reply I have the honour to confirm that my Government is in an agreement with the above understanding.

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

GUDM. I GUDMUNDSSON

H.E. Mons. JAMES K. PENFIELD,  
*Ambassador of the United States of America,*  
*Reykjavik.*



# MULTILATERAL

## General Agreement on Tariffs and Trade

*Protocol for the accession of Spain to the agreement of October 30,  
1947.*

*Done at Geneva July 1, 1963;  
Entered into force with respect to the United States of America and  
Spain August 29, 1963.*

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<sup>1</sup> For the English language translation, see *post*, pp. 2691, 2763, 2773 respectively.

THE CONTRACTING PARTIES TO THE  
GENERAL AGREEMENT ON TARIFFS AND TRADE

LES PARTIES CONTRACTANTES A L'ACCORD GENERAL  
SUR LES TARIFS DOUANIERS ET LE COMMERCE

—  
PROTOCOL FOR THE ACCESSION OF SPAIN TO THE  
GENERAL AGREEMENT ON TARIFFS AND TRADE

—  
PROTOCOLE D'ACCESSION DE L'ESPAGNE A L'ACCORD GENERAL  
SUR LES TARIFS DOUANIERS ET LE COMMERCE

1 July 1963

Geneva

PROTOCOL FOR THE ACCESSION OF SPAIN  
TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

The governments which are contracting parties to the General Agreement on Tariffs and Trade<sup>[1]</sup>(hereinafter referred to as "contracting parties" and "the General Agreement", respectively), the European Economic Community, the Government of the Swiss Confederation (hereinafter referred to as "Switzerland"), and the Government of Spain (hereinafter referred to as "Spain"),

HAVING regard to the results of the negotiations directed towards the accession of Spain to the General Agreement,

HAVE through their representatives agreed as follows:

Part I - General

1. Spain shall, upon the entry into force of this Protocol pursuant to subparagraph (a) of paragraph 11, become a contracting party to the General Agreement, as defined in Article XXII thereof, and shall apply provisionally, and subject to this Protocol:

(a) Parts I and III of the General Agreement, and

(b) Part II of the General Agreement to the fullest extent not inconsistent with its legislation existing on the date of this Protocol; the obligations incorporated in paragraph 1 of Article I by reference to Article III and those incorporated in paragraph 2(b) of Article II by reference to Article VI shall be considered as falling within Part II for the purpose of this paragraph.

2. (a) The provisions of the General Agreement to be applied by Spain shall, except as is otherwise provided in this Protocol, be the provisions 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 the instruments at least partially in effect on the date of the Protocol listed in Annex A to this Protocol: Provided this does not mean that Spain undertakes to apply a provision of any such instrument prior to the effectiveness of such provision pursuant to the terms of the instrument.

(b) 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 Spain shall be the date of this Protocol.

3. Spain, in accepting this Protocol pursuant to sub-paragraph (a) of paragraph 10 and acceding to the General Agreement pursuant to sub-paragraph (b) of paragraph 11 of this Protocol, does so in respect of the customs territories

<sup>[1]</sup>TIAS 1700; 61 Stat., pts. 5 and 6.

listed in Annex B. These territorial units into which the National Territory is divided for customs purposes are considered customs territories for the sole purpose of the General Agreement. The duties which may at any time be imposed upon importation into any other of those customs territories shall not exceed those which are then in effect in the customs territory of the Peninsular and Balearic provinces.

4. The provisions of the General Agreement shall not require any of the customs territories listed in Annex B to eliminate or to extend to other contracting parties such more favourable treatment in respect of customs duties or charges or other restrictive regulations of commerce as may at any time be in force exclusively between such customs territories, so long as substantially all the trade between such territories in products originating therein remains free from duties and other restrictive regulations of commerce or dutiable only on the foreign materials contained therein.

Part II - Schedules

5. The schedule in Annex C relating to any contracting party or the European Economic Community shall become a schedule to the General Agreement relating to that contracting party or the European Economic Community on the thirtieth day following the day upon which this Protocol shall have been accepted, by signature or otherwise, by that contracting party or the European Economic Community, or on such earlier date following such acceptance as may be notified to the Executive Secretary in writing at the time of such acceptance; Provided that the date on which such schedule becomes a schedule to the General Agreement shall not be earlier than the date of the entry into force of this Protocol pursuant to sub-paragraph (a) of paragraph 11.

6. The schedule in Annex D shall, upon the entry into force of this Protocol pursuant to sub-paragraph (a) of paragraph 11, become a Schedule to the General Agreement relating to Spain.

7. The schedule in Annex E relating to Spain or Switzerland shall become a schedule to the Declaration on the Provisional Accession of Switzerland to the General Agreement of 22 November 1958<sup>[1]</sup>(hereinafter referred to as "the Swiss Declaration of 22 November 1958") on the first day on which both this Protocol shall have entered into force pursuant to sub-paragraph (a) of paragraph 11 and the Swiss Declaration of 22 November 1958 shall have become effective between Switzerland and Spain pursuant to paragraph 8 of that Declaration, as amended.

8. (a) In each case in which paragraph 1 of Article II of the General Agreement refers to the date of that Agreement:

(i) The applicable date in respect of each product which is the subject of a concession provided for in the schedule annexed to this Protocol, of Spain or of a contracting party, if such product was not the subject of a concession provided for in the same part or section of a schedule to the General Agreement of such contracting party on 1 September 1960, shall be the date of this Protocol.

<sup>1</sup> TIAS 4461; 11 UST 745.

(ii) The applicable date in respect of each product which is the subject of a concession provided for in the schedule of the European Economic Community shall, when imported into the Kingdom of Belgium, the French Republic, the Federal Republic of Germany, the Republic of Italy, the Grand Duchy of Luxembourg, or the Kingdom of the Netherlands, be:

(I) If the product was provided for in Part I of a schedule (or of a relevant section of a schedule) applicable to such contracting party on 1 September 1960: the date of the instrument, by which such product was first provided for therein: Provided, that a concession on such product has been continuously in effect since the entry into force of the concession provided for in such instrument.

(II) If the product was not so provided for on 1 September 1960: the date of this Protocol.

(b) For the purpose of the reference in paragraph 6(a) of Article II of the General Agreement to the date of that Agreement, the applicable date in respect of the schedules annexed to this Protocol shall be the date of this Protocol.

9. Spain shall be free at any time to withhold or to withdraw in whole or in part any concession provided for in the schedule contained in Annex D to this Protocol, which it determines to have been initially negotiated with a contracting party, or the European Economic Community or with Switzerland, the schedule of which annexed to this Protocol has not yet become a schedule to the General Agreement or to the Swiss Declaration of 22 November 1958, as the case may be: Provided that:

(a) Written notice of any such withholding of a concession shall be given to the CONTRACTING PARTIES within thirty days after the date of such withholding.

(b) Written notice of intention to make any such withdrawal of a concession shall be given to the CONTRACTING PARTIES at least thirty days before the date of such intended withdrawal.

(c) Consultations shall be held, upon request, with any contracting party, Switzerland or the European Economic Community, the relevant schedule relating to which has become a schedule to the General Agreement, and which has a substantial interest in the product involved.

(d) Any concession so withheld or withdrawn shall be applied on and after the day on which the schedule of the contracting party, or the European Economic Community, with which such concession was initially negotiated becomes a schedule to the General Agreement, or, if it should be a later date, on and after the thirtieth day following the date on which this Protocol shall have been accepted by such contracting party, or the European Economic Community.

Part III - Final Provisions

10. (a) This Protocol shall be deposited with the Executive Secretary of the CONTRACTING PARTIES. It shall be open to acceptance, by signature or otherwise, by contracting parties, by other governments which have acceded provisionally to the General Agreement, by the European Economic Community and by Spain.

(b) Acceptance of this Protocol by Spain shall constitute final action to become a party to each of the following instruments:

- (i) Protocol Amending Part I and Articles XXIX and XXX, Geneva, 10 March 1955;
- (ii) Fifth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 3 December 1955;
- (iii) Sixth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 11 April 1957;
- (iv) Seventh Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 30 November 1957;
- (v) Protocol Relating to the Negotiations for the Establishment of New Schedule III - Brazil, Geneva, 31 December 1958;
- (vi) Eighth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 18 February 1959; and
- (vii) Ninth Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 17 August 1959.

11. (a) This Protocol shall, subject to the provisions of paragraphs 5, 7 and 9, enter into force [¹] on the thirtieth day following the first day on which (i) it shall have been accepted by Spain and (ii) a Decision shall have been taken by the CONTRACTING PARTIES for the Accession of Spain under Article XXXIII [²] of the General Agreement.

(b) Spain, which has become a contracting party to the General Agreement pursuant to paragraph 1 of this Protocol, may accede to the General Agreement upon the applicable terms of this Protocol by deposit of an instrument of accession with the Executive Secretary. Such accession shall take effect on the day on which the General Agreement enters into force pursuant to Article XVI or on the thirtieth day following the day of the deposit of the instrument of accession, whichever is the later. Accession to the General Agreement pursuant to this paragraph shall, for the purposes of paragraph 2 of Article XXII of that Agreement, be regarded as acceptance of the Agreement pursuant to paragraph 4 of Article XVI thereof.

<sup>1</sup> Entered into force Aug. 29, 1963, with respect to the United States of America and Spain.

<sup>2</sup> TIAS 1763; 62 Stat. (pt. 2) 1992.

12. Spain may withdraw its provisional application of the General Agreement, prior to its accession thereto pursuant to sub-paragraph (b) of paragraph 11, and such withdrawal shall take effect on the sixtieth day following the day on which written notice thereof is received by the Executive Secretary.

13. The Executive Secretary shall promptly furnish a certified copy of this Protocol, a notification of each acceptance thereof pursuant to sub-paragraph (a) of paragraph 10, of the entry into force of this Protocol pursuant to sub-paragraph (a) of paragraph 11, of the accession of Spain to the General Agreement pursuant to sub-paragraph (b) of paragraph 11, and of each notice or notification pursuant to sub-paragraph (a) or (b) of paragraph 9, or paragraph 12, to each contracting party, to Spain, to each other government which has negotiated during the 1960-61 Tariff Conference for accession to the General Agreement to the European Economic Community, to each government which shall have acceded provisionally to the General Agreement, and to each other government with respect to which an instrument establishing special relations with the CONTRACTING PARTIES to the General Agreement shall have entered into force.

DONE at Geneva this first day of July one thousand nine hundred and sixty-three, in a single copy in the English and French languages, both texts being authentic except as otherwise specified with respect to the schedules annexed hereto.

PROTOCOLE D'ACCESSION DE L'ESPAGNE A L'ACCORD GÉNÉRAL  
SUR LES TARIFS DOUANIERS ET LE COMMERCE

Les gouvernements qui sont parties contractantes à l'Accord général sur les tarifs douaniers et le commerce (dénommés ci-après "les parties contractantes" et "l'Accord général" respectivement), la Communauté économique européenne, le gouvernement de la Confédération suisse (dénommé ci-après "la Suisse") et le gouvernement de l'Espagne (dénommé ci-après "l'Espagne"),

EU EGARD aux résultats des négociations menées en vue de l'accession de l'Espagne à l'Accord général,

SONT CONVENUS, par l'intermédiaire de leurs représentants, des dispositions suivantes:

Première partie - Dispositions générales

1. Le jour où le présent Protocole entrera en vigueur conformément à l'alinéa a) du paragraphe 11, l'Espagne deviendra partie contractante à l'Accord général au sens de l'article XXXII dudit Accord et appliquera, à titre provisoire et sous réserve des dispositions du présent Protocole:

- a) les parties I et III de l'Accord général;
- b) la partie II de l'Accord général dans toute la mesure compatible avec sa législation en vigueur à la date du présent Protocole; les obligations stipulées au premier paragraphe de l'article premier par référence à l'article III et celles qui sont stipulées à l'alinéa b) du paragraphe 2 de l'article II par référence à l'article VI seront considérées, aux fins du présent paragraphe, comme entrant dans le cadre de la partie II.

2. a) Les dispositions de l'Accord général qui devront être appliquées par l'Espagne seront, sauf disposition contraire du présent Protocole, celles qui figurent dans le 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, avec les rectifications, amendements, adjonctions ou autres modifications résultant des instruments au moins partiellement en vigueur à la date du présent Protocole qui sont énumérés dans l'Annexe A dudit Protocole: étant entendu que la présente clause n'oblige pas l'Espagne à appliquer telle ou telle disposition de l'un quelconque de ces instruments avant que cette disposition ait pris effet conformément à ce instrument.

b) Dans chaque cas où le paragraphe 6 de l'article V, l'alinéa d) du paragraphe 4 de l'article VII et l'alinéa c) du paragraphe 3 de l'article X de l'Accord général mentionnent la date dudit Accord, la date applicable en ce qui concerne l'Espagne sera la date du présent Protocole.

3. L'Espagne accepte le présent Protocole, conformément à l'alinéa a) du paragraphe 10, et accède à l'Accord général, conformément à l'alinéa b) du paragraphe 11 dudit Protocole, pour les territoires douaniers repris dans l'Annexe B. Ces subdivisions territoriales du territoire national qui ont été établies à des fins douanières ne sont réputées être des territoires douaniers que pour l'application de l'Accord général. Les droits qui seraient appliqués à tout moment à l'importation dans un de ces territoires douaniers autre que le territoire douanier des provinces de la Péninsule et de la province des Baléares ne pourront jamais dépasser les droits alors en vigueur dans ce dernier.

4. Les dispositions de l'Accord général n'obligent aucun des territoires douaniers repris à l'Annexe B à supprimer ou à étendre à d'autres parties contractantes le traitement plus favorable en matière de droits de douane et d'impositions ou d'autres réglementations restrictives du commerce qui pourrait à un moment quelconque être en vigueur exclusivement entre lesdits territoires douaniers, aussi longtemps que l'essentiel des produits échangés entre ces territoires et qui sont originaires desdits territoires sera exempt de droits et ne sera soumis à aucune autre réglementation restrictive du commerce, ou ne sera possible de droits que pour les matières d'origine étrangère contenues dans lesdits produits.

#### Deuxième partie - Listes

5. Toute liste de l'Annexe C relative à une partie contractante ou à la Communauté économique européenne deviendra liste de cette partie contractante ou de la Communauté économique européenne, annexée à l'Accord général, le trentième jour qui suivra la date à laquelle ladite partie contractante ou la Communauté économique européenne aura accepté le présent Protocole par voie de signature ou autrement, ou à la date plus rapprochée de cette acceptation qui aura été notifiée par écrit au Secrétaire exécutif au moment de ladite acceptation, étant entendu que la date à laquelle cette liste deviendra une liste annexée à l'Accord général ne pourra être antérieure à la date d'entrée en vigueur du présent Protocole conformément à l'alinéa a) du paragraphe 11.

6. La liste de l'Annexe D deviendra liste de l'Espagne, annexée à l'Accord général, dès l'entrée en vigueur du présent Protocole conformément à l'alinéa a) du paragraphe 11.

7. Les listes de l'Annexe E, relatives à l'Espagne et à la Suisse, deviendront listes annexées à la Déclaration concernant l'accession provisoire de la Confédération suisse à l'Accord général, en date du 22 novembre 1958 (dénommée ci-après "la Déclaration du 22 novembre 1958 concernant la Suisse") dès que le présent Protocole sera entré en vigueur conformément à l'alinéa a) du paragraphe 11 et que la Déclaration du 22 novembre 1958 concernant la Suisse aura pris effet entre la Suisse et l'Espagne conformément au paragraphe 8 nouveau de ladite Déclaration.

8. a) Dans chaque cas où le premier paragraphe de l'article II de l'Accord général mentionne la date dudit Accord:

i) la date applicable en ce qui concerne chaque produit qui fait l'objet d'une concession reprise dans la liste de l'Espagne ou d'une partie contractante, annexée au présent Protocole, si ledit produit ne faisait pas l'objet, au 1er septembre 1960, d'une concession reprise dans la même partie ou section d'une liste de cette partie contractante, annexée à l'Accord général, sera la date du présent Protocole;

ii) la date applicable en ce qui concerne chaque produit qui fait l'objet d'une concession reprise dans la liste de la Communauté économique européenne sera, lors de l'importation dans la République fédérale d'Allemagne, le Royaume de Belgique, la République française, la République italienne, le Grand-Duché de Luxembourg ou le Royaume des Pays-Bas:

I) si le produit figurait dans la première partie de la liste (ou d'une section pertinente de la liste) applicable à cette partie contractante le 1er septembre 1960: la date de l'instrument par lequel ce produit a été pour la première fois repris dans la liste: sous réserve que ledit produit ait toujours fait l'objet d'une concession effective depuis l'entrée en vigueur de la concession prévue dans ledit instrument;

II) dans tous les autres cas: la date du présent Protocole.

b) Aux fins de la référence à la date de l'Accord général qui est faite au paragraphe 6 a) de l'article II dudit Accord, la date applicable à l'égard des listes annexées au présent Protocole sera celle de ce dernier.

9. L'Espagne aura à tout moment la faculté de suspendre ou de retirer, en tout ou en partie, toute concession reprise dans la liste de l'Annexe D du présent Protocole, motif pris que la liste annexée au présent Protocole, d'une partie contractante, de la Communauté économique européenne ou de la Suisse, avec qui cette concession aurait été négociée primitivement, ne serait pas encore devenue liste annexée à l'Accord général ou à la Déclaration du 22 novembre 1958 concernant la Suisse selon le cas. Toutefois,

- a) toute suspension de concession à ce titre doit être notifiée par écrit aux PARTIES CONTRACTANTES dans les trente jours qui suivront la date de cette suspension;
- b) toute intention de retirer une concession à ce titre doit être notifiée par écrit aux PARTIES CONTRACTANTES trente jours au moins avant la date prévue pour le retrait de la concession;
- c) il sera procédé, sur demande, à des consultations avec toute partie contractante, ou avec la Communauté économique européenne ou la Suisse dont la liste pertinente sera devenue liste annexée à l'Accord général et qui sera intéressée de façon substantielle au produit en cause;
- d) toute suspension ou tout retrait ainsi effectué cessera d'avoir effet à compter du jour où la liste de la partie contractante ou de la Communauté économique européenne avec qui la concession aura été négociée primitivement, deviendra liste annexée à l'Accord général, et au plus tard à compter du trentième jour qui suivra la date de l'acceptation du présent Protocole par ladite partie contractante ou la Communauté économique européenne.

#### Troisième partie - Dispositions finales

10. a) Le présent Protocole sera déposé auprès du Secrétaire exécutif des PARTIES CONTRACTANTES. Il sera ouvert à l'acceptation, par voie de signature ou autrement, des parties contractantes, des autres gouvernements ayant accédé provisoirement à l'Accord général, de la Communauté économique européenne et de l'Espagne.

b) L'acceptation du présent Protocole par l'Espagne constituera la mesure finale nécessaire pour que l'Espagne devienne partie à chacun des instruments suivants:

- i) Protocole portant amendement de la partie I et des articles XXIX et XXX, Genève, 10 mars 1955;
- ii) Cinquième Protocole de rectification et de modification du texte des listes annexées à l'Accord général, Genève, 3 décembre 1955;
- iii) Sixième Protocole de rectification et de modification du texte des listes annexées à l'Accord général, Genève, 11 avril 1957;
- iv) Septième Protocole de rectification et de modification du texte des listes annexées à l'Accord général, Genève, 30 novembre 1957;
- v) Protocole concernant les négociations en vue de l'établissement d'une nouvelle Liste III - Brésil, Genève, 31 décembre 1958;

- vi) Huitième Protocole de rectification et de modification du texte des listes annexées à l'Accord général, Genève, 18 février 1959;
  - vii) Neuvième Protocole de rectification et de modification du texte des listes annexées à l'Accord général, Genève, 17 août 1959.
11. a) Sous réserve des dispositions des paragraphes 5, 7 et 9, le présent Protocole entrera en vigueur le trentième jour qui suivra celui où, à la fois, i) il aura été accepté par l'Espagne et ii) les PARTIES CONTRACTANTES auront pris une décision pour l'accésion de l'Espagne en application de l'article XXXIII de l'Accord général.

b) L'Espagne, qui est devenue partie contractante à l'Accord général conformément au premier paragraphe du présent Protocole, pourra accéder audit Accord aux conditions applicables fixées dans le présent Protocole en déposant un instrument d'accésion auprès du Secrétaire exécutif. Cette accession prendra effet soit le jour où l'Accord général entrera en vigueur en application de l'article XXVI, soit le trentième jour qui suivra celui du dépôt de l'instrument d'accésion, si cette date est postérieure à la première. L'accésion à l'Accord général conformément au présent paragraphe sera considérée, aux fins d'application du paragraphe 2 de l'article XXXII dudit Accord, comme une acceptation de l'Accord aux termes du paragraphe 4 de l'article XXVI dudit Accord.

12. L'Espagne pourra cesser d'appliquer l'Accord général à titre provisoire avant d'y accéder conformément à l'alinéa b) du paragraphe 11, et cette dénonciation prendra effet le soixantième jour qui suivra la date à laquelle le Secrétaire exécutif en aura reçu notification par écrit.

13. Le Secrétaire exécutif transmettra sans retard une copie certifiée conforme du présent Protocole à chaque partie contractante, à l'Espagne, à chaque autre gouvernement qui a négocié son accession à l'Accord général au cours de la Conférence tarifaire de 1960-61, à la Communauté économique européenne, à chaque gouvernement qui aura accédé provisoirement à l'Accord général et à tout autre gouvernement pour lequel un instrument établissant des relations spéciales avec les PARTIES CONTRACTANTES à l'Accord général sera entré en vigueur; il leur notifiera chaque acceptation dudit Protocole conformément à l'alinéa a) du paragraphe 10, l'entrée en vigueur du présent Protocole conformément à l'alinéa a) du paragraphe 11, l'accésion de l'Espagne à l'Accord général conformément à l'alinéa b) du paragraphe 11 et chaque notification ou avis donnés conformément à l'alinéa a) ou b) du paragraphe 9 ou au paragraphe 12.

FAIT à Genève, le premier juillet mil neuf cent soixante-trois, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi, sauf indication contraire en ce qui concerne les listes ci-annexées.

*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:*

[Signed, subject to ratification, July 29, 1963.]

*For the Kingdom of Belgium:*

*Pour le Royaume de Belgique:*

[Signed September 9, 1963.]

*For the United States of Brazil:*

*Pour les Etats-Unis du Brésil:*

*For the Union of Burma:*

*Pour l'Union birmane:*

*For the Kingdom of Cambodia:*

*Pour le Royaume du Cambodge:*

*For the Federal Republic of  
Cameroon:*

*Pour la République fédérale  
du Cameroun:*

*For Canada:*

*Pour le Canada:*

[Signed August 22, 1963.]

*For the Central African Republic:*

*Pour la République centrafricaine:*

*For Ceylon:*

*Pour Ceylan:*

*For the Republic of Chile:*

*Pour la République du Chili:*

*For the Republic of the Congo  
(Brazzaville):*

*Pour la République du Congo  
(Brazzaville):*

*For the Republic of Cuba:*

*Pour la République de Cuba:*

*For the Czechoslovak Socialist  
Republic:*

*Pour la République socialiste  
tchécoslovaque:*

*For the Kingdom of Denmark:*

*Pour le Royaume du Danemark:*

[Signed July 19, 1963.]

*For the Dominican Republic:*

*Pour la République Dominicaine:*

*For the European Economic  
Community:*

*Pour la Communauté économique  
européenne:*

*For the Republic of Finland:*

*Pour la République de Finlande:*

*For the French Republic:*

*Pour la République française:*

[Signed September 4, 1963.]

*For the Republic of Gabon:*

*Pour la République gabonaise:*

*For the Federal Republic  
of Germany:*

*Pour la République fédérale  
d'Allemagne:*

[Signed, subject to ratification, July 16, 1963.]

*For Ghana:*

*Pour le Ghana:*

*For the Kingdom of Greece:*

*Pour le Royaume de Grèce:*

*For the Republic of Haiti:*

*Pour la République d'Haiti:*

*For India:*

*Pour l'Inde:*

[Signed September 13, 1963.]

*For the Republic of Indonesia:*

*Pour la République d'Indonésie:*

*For Israel:*

*Pour Israël:*

*For the Republic of Italy:*

*Pour la République d'Italie:*

[Signed, subject to ratification, August 23, 1963.]

*For Japan:*

*Pour le Japon:*

*For the State of Kuwait:*

*Pour l'Etat de Kowelt:*

*For the Grand-Duchy of Luxemburg:*

*Pour le Grand-Duché de Luxembourg:*

*For the Federation of Malaya:*

*Pour la Fédération de Malaisie:*

*For the Kingdom of the Netherlands:*

*Pour le Royaume des Pays-Bas:*

[Signed, *ad referendum*, September 4, 1963.]

*For New Zealand:*

*Pour la Nouvelle-Zélande:*

*For the Republic of Nicaragua:*

*Pour la République du Nicaragua:*

*For the Federation of Nigeria:*

*Pour la République de Nigéria:*

*For the Kingdom of Norway:*

*Pour le Royaume de Norvège:*

*For Pakistan:*

*Pour le Pakistan:*

*For Peru:*

*Pour le Pérou:*

*For the Portuguese Republic:*

*Pour la République du Portugal:*

*For the Federation of Rhodesia  
and Nyasaland:*

*Pour la Fédération de la Rhodésie  
et du Nyassaland:*

*For Sierra Leone:*

*Pour le Sierra Leone:*

*For the Republic of South Africa:*

*Pour la République Sud-Africaine:*

[Signed August 30, 1963.]

*For the Kingdom of Sweden:*

*Pour le Royaume de Suède:*

[Signed July 30, 1963.]

*For the Swiss Confederation:*

[Signed July 26, 1963.]

*Pour la Confédération suisse:*

*For Tanganyika:*

*Pour le Tanganyika:*

*For Trinidad and Tobago:*

*Pour la Trinité et Tobago:*

*For the Republic of Turkey:*

*Pour la République de Turquie:*

*For Uganda:*

*Pour 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 Etats-Unis d'Amérique:*

[Signed July 26, 1963.]

*For the Republic of Upper Volta:*

*Pour la République de Haute-Volta:*

*For the Republic of Uruguay:*

*Pour la République d'Uruguay:*

[Signed August 30, 1963.]

*For Spain:*

*Pour l'Espagne:*

[Signed July 30, 1963.]

ANNEX A

INSTRUMENTS RECTIFYING, AMENDING, SUPPLEMENTING, OR OTHERWISE  
MODIFYING THE GENERAL AGREEMENT AS IT IS TO BE APPLIED  
BY SPAIN PURSUANT TO PARAGRAPH 2(a)

ANNEXE A

INSTRUMENTS PORTANT RECTIFICATION, AMENDEMENT, ADJONCTION OU AUTRE  
MODIFICATION DE L'ACCORD GENERAL, TEL QUE DOIT L'APPLIQUER  
L'ESPAGNE CONFORMEMENT A L'ALINEA a) DU PARAGRAPHE 2

INSTRUMENTS RECTIFYING, AMENDING, SUPPLEMENTING, OR OTHERWISE  
MODIFYING THE GENERAL AGREEMENT AS IT IS TO BE APPLIED  
BY SPAIN PURSUANT TO PARAGRAPH 2(a)

Protocol of Provisional Application, Geneva, 30 October 1947 (55 UNTS 308 to 316); [<sup>1</sup>]  
 Protocol of Rectifications, Havana, 24 March 1948 (62 UNTS 2 to 25); [<sup>2</sup>]  
 Protocol Modifying Certain Provisions, Havana, 24 March 1948 (62 UNTS 30 to 39); [<sup>3</sup>]  
 Special Protocol Modifying Article XIV, Havana, 24 March 1948 (62 UNTS 40 to 55); [<sup>4</sup>]  
 Special Protocol Relating to Article XXIV, Havana, 24 March 1948  
 (62 UNTS 56 to 66); [<sup>5</sup>]  
 Protocol Modifying Part I and Article XXIX, Geneva, 14 September 1948  
 (138 UNTS 334 to 345); [<sup>6</sup>]  
 Protocol Modifying Part II and Article XXVI, Geneva, 14 September 1948  
 (62 UNTS 80 to 111); [<sup>7</sup>]  
 Second Protocol of Rectifications, Geneva, 14 September 1948 (62 UNTS 74 to 79); [<sup>8</sup>]  
 Protocol Replacing Schedule I (Australia), Annecy, 13 August 1949 (107 UNTS 84  
 to 310); [<sup>9</sup>]  
 Protocol Replacing Schedule VI (Ceylon), Annecy, 13 August 1949 (138 UNTS 347  
 to 378); [<sup>10</sup>]  
 First Protocol of Modifications, Annecy, 13 August 1949 (138 UNTS 382 to 397); [<sup>11</sup>]  
 Third Protocol of Rectifications, Annecy, 13 August 1949 (107 UNTS 312 to 387); [<sup>12</sup>]

<sup>1</sup> TIAS 1700; 61 Stat. (pt. 6) A2051.

<sup>2</sup> TIAS 1761; 62 Stat. (pt. 2) 1962.

<sup>3</sup> TIAS 1763; *ibid.*, p. 1992.

<sup>4</sup> TIAS 1764; *ibid.*, p. 2000.

<sup>5</sup> TIAS 1765; *ibid.*, p. 2013.

<sup>6</sup> TIAS 2744; 3 UST (pt. 4) 5355.

<sup>7</sup> TIAS 1890; 62 Stat. (pt. 3) 3679.

<sup>8</sup> TIAS 1888; *ibid.*, p. 3671.

<sup>9</sup> TIAS 2394; 3 UST 123.

<sup>10</sup> TIAS 2746; 3 UST (pt. 4) 5383.

<sup>11</sup> TIAS 2745; *ibid.*, p. 5368.

<sup>12</sup> TIAS 2393; 3 UST 57.

Annecy Protocol of Terms of Accession, Annecy, 10 October 1949 (62 UNTS 122 to 489, 63 UNTS *passim*, 74 UNTS 3 to 438);<sup>[1]</sup>

Fourth Protocol of Rectifications, Geneva, 3 April 1950 (138 UNTS 398 to 465);<sup>[2]</sup>

Fifth Protocol of Rectifications, Torquay, 16 December 1950 (167 UNTS 265 to 294);<sup>[3]</sup>

Torquay Protocol, Torquay, 21 April 1951 (142 UNTS 34 to 436, 143 to 146 UNTS *passim*, 147 UNTS 162 to 389);<sup>[4]</sup>

First Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 27 October 1951 (176 UNTS 2 to 387);<sup>[5]</sup>

First Protocol of Supplementary Concessions (South Africa and Federal Republic of Germany), Geneva, 27 October 1951 (131 UNTS 316 to 324);<sup>[6]</sup>

Second Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 8 November 1952 (321 UNTS 245 to 266);<sup>[7]</sup>

Second Protocol of Supplementary Concessions (Austria and Federal Republic of Germany), Innsbruck, 22 November 1952 (172 UNTS 340 to 346);<sup>[8]</sup>

Third Protocol of Rectifications and Modifications to the Texts of the Schedules, Geneva, 24 October 1953 (321 UNTS 266 to 282);<sup>[9]</sup>

Fourth Protocol of Rectifications and Modifications to the Annexes and to the Texts of the Schedules, Geneva, 7 March 1955 (324 UNTS 300 to 333);<sup>[10]</sup>

Protocol Amending the Preamble and Parts II and III, Geneva, 10 March 1955 (278 UNTS 168 to 245);<sup>[11]</sup>

Protocol of Terms of Accession of Japan, Geneva, 7 June 1955 (220 UNTS 164 to 379);<sup>[12]</sup>

<sup>1</sup> TIAS 2100; 64 Stat. (pt. 3) B139.

<sup>2</sup> TIAS 2747; 3 UST (pt. 4) 5399.

<sup>3</sup> TIAS 2764; 4 UST 29.

<sup>4</sup> TIAS 2420; 3 UST 588.

<sup>5</sup> TIAS 2885; 4 UST (pt. 2) 2313.

<sup>6</sup> TIAS 2532; 3 UST (pt. 3) 3963.

<sup>7</sup> TIAS 4250; 10 UST 1098.

<sup>8</sup> TIAS 2831; 4 UST (pt. 2) 1631.

<sup>9</sup> TIAS 4197; 10 UST 347.

<sup>10</sup> TIAS 4186; 10 UST 213.

<sup>11</sup> TIAS 3930; 8 UST 1767.

<sup>12</sup> TIAS 3438; 6 UST 5833.

Protocol of Rectifications to the French Text, Geneva, 15 June 1955 (253 UNTS 316 to 332);[<sup>1</sup>]

Third Protocol of Supplementary Concessions (Denmark and Federal Republic of Germany), Geneva, 15 July 1955 (250 UNTS 293 to 296);[<sup>2</sup>]

Fourth Protocol of Supplementary Concessions (Federal Republic of Germany and Norway), Geneva, 15 July 1955 (250 UNTS 297 to 300);[<sup>3</sup>]

Fifth Protocol of Supplementary Concessions (Federal Republic of Germany and Sweden), Geneva, 15 July 1955 (250 UNTS 301 to 311);[<sup>4</sup>]

Procès-Verbal of Rectifications concerning the Protocol Amending Part I and Articles XXIX and XXX, the Protocol Amending the Preamble and Parts II and III and the Protocol of Organizational Amendments, Geneva, 3 December 1955 (278 UNTS 246 to 258);

Sixth Protocol of Supplementary Concessions, Geneva, 23 May 1956 (244 to 246 UNTS *passim*);[<sup>5</sup>]

Seventh Protocol of Supplementary Concessions (Austria and Federal Republic of Germany), Bonn, 19 February 1957 (309 UNTS 364 to 370);[<sup>6</sup>]

Eighth Protocol of Supplementary Concessions (Cuba and United States), Havana, 20 June 1957 (274 UNTS 322 to 331);[<sup>7</sup>]

Protocol for the Accession of Israel to the General Agreement on Tariffs and Trade, Geneva, 6 April 1962;[<sup>8</sup>]

Protocol for the Accession of Portugal to the General Agreement on Tariffs and Trade, Geneva, 6 April 1962;[<sup>9</sup>]

Protocol to the General Agreement on Tariffs and Trade Embodying Results of the 1960-61 Tariff Conference, Geneva, 16 July 1962;[<sup>10</sup>]

Tenth Protocol of Supplementary Concessions (Japan and New Zealand), Geneva, 28 January 1963.[<sup>11</sup>]

<sup>1</sup> TIAS 3677; 7 UST 2943.

<sup>2</sup> TIAS 3629; 7 UST 2393.

<sup>3</sup> TIAS 3630; 7 UST 2407.

<sup>4</sup> TIAS 3631; 7 UST 2421.

<sup>5</sup> TIAS 3591; 7 UST 1083.

<sup>6</sup> TIAS 4324; 10 UST 1720.

<sup>7</sup> TIAS 3882; 8 UST 1343.

<sup>8</sup> TIAS 5249; 13 UST 2806.

<sup>9</sup> TIAS 5248; 13 UST 2739.

<sup>10</sup> TIAS 5253; 13 UST 2885.

<sup>11</sup> TIAS 5404; 14 UST 1052.

INSTRUMENTS PORTANT RECTIFICATION, AMENDEMENT, ADJONCTION OU AUTRE  
MODIFICATION DE L'ACCORD GÉNÉRAL, TEL QUE DOIT L'APPLIQUER  
L'ESPAGNE CONFORMEMENT A L'ALINEA a) DU PARAGRAPHE 2

Protocole portant application provisoire, Genève, 30 octobre 1947 (Nations Unies, Recueil des Traités, volume 55, pages 309 à 316)

Protocole de rectification, La Havane, 24 mars 1948 (Nations Unies, Recueil des Traités, volume 62, pages 3 à 25)

Protocole portant modification de certaines dispositions, La Havane, 24 mars 1948 (Nations Unies, Recueil des Traités, volume 62, pages 31 à 39)

Protocole portant modification de l'article XIV, La Havane, 24 mars 1948 (Nations Unies, Recueil des Traités, volume 62, pages 41 à 55)

Protocole portant modification de l'article XXIV, La Havane, 24 mars 1948 (Nations Unies, Recueil des Traités, volume 62, pages 57 à 66)

Protocole portant modification de la Partie I et de l'article XXIX, Genève, 14 septembre 1948 (Nations Unies, Recueil des Traités, volume 138, pages 335 à 345)

Protocole portant modification de la Partie II et de l'article XXVI, Genève, 14 septembre 1948 (Nations Unies, Recueil des Traités, volume 62, pages 81 à 111)

Deuxième Protocole de rectification, Genève, 14 septembre 1948 (Nations Unies, Recueil des Traités, volume 62, pages 75 à 79)

Protocole portant remplacement de la Liste I (Australie), Annecy, 13 août 1949 (Nations Unies, Recueil des Traités, volume 107, pages 84 à 310)

Protocole portant remplacement de la Liste VI (Ceylan), Annecy, 13 août 1949 (Nations Unies, Recueil des Traités, volume 138, pages 347 à 378)

Premier Protocole portant modification de l'Accord général, Annecy, 13 août 1949 (Nations Unies, Recueil des Traités, volume 138, pages 382 à 397)

Troisième Protocole de rectification, Annecy, 13 août 1949 (Nations Unies, Recueil des Traités, volume 107, pages 312 à 378)

Protocole d'Annecy des conditions d'adhésion, Annecy, 10 octobre 1949 (Nations Unies, Recueil des Traités, volume 62, pages 123 à 490; volume 63, passim, volume 64, pages 3 à 438)

Quatrième Protocole de rectification, Genève, 3 avril 1950 (Nations Unies, Recueil des Traités, volume 138, pages 398 à 465)

Cinquième Protocole de rectification, Torquay, 16 décembre 1950 (Nations Unies, Recueil des Traités, volume 167, pages 265 à 294)

Protocole de Torquay, 21 avril 1951 (Nations Unies, Recueil des Traités, volume 142, pages 34 à 436; volumes 143 à 146, passim, volume 147, pages 159 à 389)

Premier Protocole de rectifications et modifications du texte des Listes, Genève, 27 octobre 1951 (Nations Unies, Recueil des Traités, volume 176, pages 2 à 387)

Premier Protocole de concessions additionnelles (Union sud-africaine et République fédérale d'Allemagne), Genève, 27 octobre 1951 (Nations Unies, Recueil des Traités, volume 131, pages 317 à 324)

Deuxième Protocole de rectifications et modifications du texte des Listes, Genève, 8 novembre 1952 (Nations Unies, Recueil des Traités, volume 321, pages 245 à 266)

Deuxième Protocole de concessions additionnelles (Autriche et République fédérale d'Allemagne), Innsbruck, 22 novembre 1952 (Nations Unies, Recueil des Traités, volume 172, pages 341 à 346)

Troisième Protocole de rectifications et modifications du texte des Listes, Genève, 24 octobre 1953 (Nations Unies, Recueil des Traités, volume 321, pages 266 à 282)

Quatrième Protocole de rectifications et modifications des annexes et du texte des Listes, Genève, 7 mars 1955 (Nations Unies, Recueil des Traités, volume 324, pages 300 à 333)

Protocole portant amendement du Préambule et des Parties II et III de l'Accord général, Genève, 10 mars 1955 (Nations Unies, Recueil des Traités, volume 278, pages 169 à 245)

Protocole des conditions d'accession du Japon, Genève, 7 juin 1955 (Nations Unies, Recueil des Traités, volume 220, pages 165 à 379)

Protocole de rectification du texte français, Genève, 15 juin 1955 (Nations Unies, Recueil des traités, volume 253, pages 316 à 332)

Troisième Protocole de concessions additionnelles (République fédérale d'Allemagne et Danemark), Genève, 15 Juillet 1955 (Nations Unies, Recueil des Traités, volume 250, pages 292 à 296)

Quatrième Protocole de concessions additionnelles (République fédérale d'Allemagne et Norvège), Genève, 15 juillet 1955 (Nations Unies, Recueil des Traités, volume 250, pages 297 à 300)

Cinquième Protocole de concessions additionnelles (République fédérale d'Allemagne et Suède), Genève, 15 juillet 1955 (Nations Unies, Recueil des Traités, volume 250, pages 301 à 311)

Procès-verbal de rectification du Protocole portant amendement de la Partie I et des articles XXIX et XXX, du Protocole portant amendement du Préambule et des Parties II et III, et du Protocole d'amendement aux dispositions organiques, Genève, 3 décembre 1955 (Nations Unies, Recueil des Traités, volume 278, pages 247 à 258)

Sixième Protocole de concessions additionnelles, Genève, 23 mai 1956 (Nations Unies, Recueil des Traités, volumes 244 à 246, passim)

Septième Protocole de concessions additionnelles (République fédérale d'Allemagne et Autriche), Bonn, 19 février 1957 (Nations Unies, Recueil des Traités, volume 309, pages 365 à 370)

Huitième Protocole de concessions additionnelles (Cuba et Etats-Unis), La Havane, 20 juin 1957 (Nations Unies, Recueil des Traités, volume 274, pages 323 à 331)

Protocole d'accession d'Israël à l'Accord général sur les tarifs douaniers et le commerce, Genève, 6 avril 1962

Protocole d'accession du Portugal à l'Accord général sur les tarifs douaniers et le commerce, Genève, 6 avril 1962

Protocole à l'Accord général sur les tarifs douaniers et le commerce reprenant les résultats de la Conférence tarifaire de 1960-61, Genève, 16 juillet 1962

Dixième Protocole de concessions additionnelles (Japon et Nouvelle-Zélande), Genève, 28 janvier 1963

ANNEX B

LIST OF CUSTOMS TERRITORIES MENTIONED IN  
PARAGRAPH 3 OF THIS PROTOCOL

ANNEXE B

LISTE DES TERRITOIRES DOUANIERS MENTIONNES AU  
PARAGRAPHE 3 DU PRESENT PROTOCOLE

LIST OF CUSTOMS TERRITORIES MENTIONED IN  
PARAGRAPH 3 OF THIS PROTOCOL

- I. Territory in the Peninsula and Balearic Islands; the Canary Islands, Ceuta and Melilla
- II. Ifni and Sahara
- III. Fernando Po and Rio Muni

LISTE DES TERRITOIRES DOUANIERS MENTIONNÉS AU  
PARAGRAPHE 3 DU PRÉSENT PROTOCOLE

- I. Territoire dans la Péninsule et îles Baléares; îles Canaries; Ceuta et Melilla
- II. Ifni et Sahara
- III. Fernando Po et Rio Muni

ANNEX C

SCHEDULES OF TARIFF CONCESSIONS OF  
PRESENT CONTRACTING PARTIES

ANNEXE C

LISTES DES CONCESSIONS TARIFAIRES DES  
PARTIES CONTRACTANTES ACTUELLES

SCHEDULE V - CANADA

This schedule is authentic only in the English and French languages

PART IMost-Favoured-Nation Tariff

Tariff Item Number	Description of Products	Rate of Duty
30e	Chilli pepper, unground	Free
31	Chilli pepper, ground	Free
40	Salt for the use of the sea or gulf fisheries	Free
101	Oranges, n.o.p.	Free
105c	Olives, sulphured or in brine, not bottled	Free
Ex.109	Almonds, shelled or not	Free
276e	(5) Olive oil, n.o.p.	5 p.c.
494a	Cork slabs, boards, planks and tiles produced from cork waste or granulated or ground cork	Free
494b	Cork blocks, boards, planks, slabs, rods or tubes, produced from cork waste or from granulated or ground cork, when for use in Canadian manufactures	Free
495	Corks, manufactured from corkwood, over three-fourths of an inch in diameter measured at the larger end per pound	2 cts.
496	Corks, manufactured from corkwood, three-fourths of an inch and less in diameter measured at the larger end per pound	2 cts.
	/	

SCHEDULE V - CANADA

PART II

Preferential Tariff

N 1 1

LISTE V - CANADA

Seuls les textes anglais et français de la présente liste font foi

PREMIERE PARTIETarif de la Nation la plus favorisée

Position du tarif	Désignation des produits	Droit
30e	Piment, non moulu	En franchise
31	Piment, moulu	En franchise
40	Sel destiné aux pêches maritimes ou du Golfe	En franchise
101	Oranges, n.d.	En franchise
105c	Olives conservées au gaz sulfureux ou en saumure, non embouteillées	En franchise
Ex.109	Amandes en coques ou sans coques	En franchise
276e	(5) Huile d'olive, n.d.	5 p.c.
494a	Tranches, planches, madriers et carreaux de liège produits avec des déchets de liège ou du liège granulé ou moulu	En franchise
494b	Blocs, planches, madriers, tranches, tiges ou tubes de liège, fabriqués avec des déchets de liège ou du liège granulé ou moulu et devant servir à des fins de fabrication au Canada	En franchise
495	Bouchons de liège de plus de trois quarts de pouce de diamètre, mesurés au gros bout la livre	2c.
496	Bouchons de liège de trois quarts de pouce et moins de diamètre, mesurés au gros bout la livre	2c.

LISTE V - CANADA

DEUXIÈME PARTIE

Tarif préférentiel

Néant

o

SCHEDULE XVIII - REPUBLIC OF SOUTH AFRICA

This schedule is authentic only in the English language

PART IMost Favoured Nation Tariff

Tariff Item Number	Description of products	Rate of Duty
19 (c)(1)	Fish: Anchovies	25%
22 (b) (iv)	Fruits: Bottled, tinned or otherwise preserved, including candied peel, but excluding pulp in bulk and crystallized fruits - other  or whichever duty shall be the greater	165 c per 100 lb. 25%
108 (a)	Firearms: Guns and rifles, including barrels therefor, single, n.e.e.  and in addition	200 c per barrel 15%
(b)	Guns and rifles, including barrels therefor, double or other  and in addition	150 c per barrel 20%
(c)	Revolvers and pistols, including barrels therefor  and in addition	50 c each 20%
(f)	Rifles, miniature, of a calibre not exceeding .22, and guns of a calibre not exceeding .420, including barrels therefor, double or other	100 c per barrel
197 (b)	Oils, essential (natural and synthetic), including those containing fixatives: Other	Free

SCHEDULE XVIII - REPUBLIC OF SOUTH AFRICAPART I - (continued)

Tariff Item Number	Description of products	Rate of Duty
213 (c) (1)	Acids: Citric and tartaric ~ in bulk	15%

PART IIPreferential Tariff

N i l

SCHEDULE XX - UNITED STATES OF AMERICA

This schedule is authentic only in the English language

Customs Territory of the United States

PART IMost-Favored-Nation Tariff

(See general notes at the end of this Schedule)

Para-graph*	Description of products	Rates of duty	
		A	B
53	Olive oil, not specially provided for (not including olive oil, weighing with the immediate container less than 40 pounds) .....	2.92¢ per lb.	2.6¢ per lb.
58	Oils, distilled or essential, not mixed or compounded with or containing alcohol: Eucalyptus .....	5% ad val.	4% ad val.
73	Natural iron-oxide and iron-hydroxide pigments not specially provided for ..	18% ad val.	16% ad val.
80	Toilet soap, valued over 20 cents per pound .....	7½% ad val.	6½% ad val.
804	Still wines produced from grapes (not including vermouth), containing over 14 percent of absolute alcohol by volume: Sherry .....	\$1.12 per gal.	\$1 per gal.
1558	Articles manufactured, in whole or in part, not specially provided for: Capers in brine or otherwise preserved .....	18% ad val.	16% ad val.
(*)	The word "Paragraph" refers to the respective paragraphs appearing in the Tariff Act of 1930.		

PART IIPreferential Tariff

N 1 1

## GENERAL NOTES

1. The provisions of this Schedule are subject to the pertinent notes appearing at the end of Schedule XX (Geneva-1947) annexed to the General Agreement on Tariffs and Trade, as authenticated at Geneva on October 30, 1947.

2. Subject to the provisions of this Schedule, to the provisions of this agreement, and to the provisions of section 350(a)(4)(B) and (C) of the Tariff Act of 1930,[<sup>1</sup>] the rates specified in the rate columns in this Schedule will become effective as follows:

(a) Rates in Column A will become initially effective on the day provided therefor in the proclamation by the President of the United States to carry out the provisions of this Agreement.[<sup>2</sup>] Rates in Column B will become initially effective in each case upon the expiration of a full period of one year after the related rate in Column A became initially effective. A rate shall be considered as becoming initially effective as indicated above even though such rate reflects no change in rate of duty, and notwithstanding duty on the product or products concerned is temporarily suspended.

(b) For the purpose of subparagraph (a) above, the phrase "full period of one year" means a period or periods aggregating one year exclusive of the time, after a rate becomes initially effective, when, by reason of legislation of the United States or action thereunder, a higher rate of duty is being applied.

(c) For the purposes of subparagraphs (a) and (b) above, the day on which a rate, specified in Column A of this Schedule at the right of a description describing a product, was first initially effective for such product pursuant to Proclamation 3468 of April 30, 1962,[<sup>3</sup>] or Proclamation 3517 of January 31, 1963,[<sup>4</sup>] shall be deemed to be the day on which such rate will have become initially effective pursuant to the proclamation to carry out this agreement.

<sup>1</sup> 72 Stat. 674; 19 U.S.C. § 1351(a)(4)(B) and (C).

<sup>2</sup> Rates effective Aug. 29, 1963. See Proclamation 3553 of Sept. 6, 1963; 77 Stat. 1022.

<sup>3</sup> 76 Stat. 1467.

<sup>4</sup> 77 Stat. 983.

SCHEDULE XXII - DENMARK

This schedule is authentic only in the English language

PART IMost-Favoured-Nation Tariff

Tariff Item Number	Description of products	Rate of Duty
08.01 A	Bananas	5% a.v.
Ex 16.07 A	Olive oil	free
Ex 22.05 C 2	Other still wines than table wines, fermented, in casks, etc.	115 øre per liter
45.03 A	Cork stoppers, without accessory fittings	7 øre per kilo

PART IIPreferential tariff

N i l

ANNEX D

SCHEDULE OF TARIFF CONCESSIONS OF SPAIN

ANNEXE D

LISTE DES CONCESSIONS TARIFAIRES DE L'ESPAGNE

TIAS 5749

LISTE XLV - ESPAGNE

Seul le texte français de la présente liste fait foi

PREMIERE PARTIETarif de la nation la plus favorisée

Position du tarif	Désignation des produits	Droit
01.01	Chevaux, ânes, mulots et bardots, vivants:	
C	Mulots et bardots:	
2.	adultes	25%
02.01	Viandes et abats comestibles des animaux repris aux n° 01.01 à 01.04 inclus, frais, réfrigérés ou congelés:	
B	Abats:	
1	frais ou réfrigérés	10%
2	congelés	15%
02.02	Volailles mortes de basse-cour et leurs abats comestibles (à l'exclusion des foies), frais, réfrigérés ou congelés	20%
02.06	Viandes et abats comestibles de toutes espèces (à l'exclusion des foies de volailles), salés ou en saumure, séchés ou fumés:	
Ex B	Autres:	
	- dos du porc	20%
03.02	Poissons simplement salés ou en saumure, séchés ou fumés:	
A	Morue	15%
04.02	Lait et crème de lait, conservés, concentrés ou sucrés:	
A	non sucrés:	
1	non dénaturés:	
a	en poudre ou sous autres formes solides	35%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
04.04	Fromages et caillebotte:	
A	Fromages fondus	45%
B	Fromages à pâte dure et fromages persillés	45%
ex C	Autres fromages, y compris la caillebotte: - autres fromages	45%
04.05	Oeufs d'oiseaux et jaunes d'oeufs, frais, conservés, séchés ou sucrés:	
B	Oeufs non dénommés, en coque	20%
05.04	Boyaux, vessies et estomacs d'animaux, entiers ou en morceaux, autres que ceux de poissons:	
A	Boyaux: en saumure	12%
07.01	Légumes et plantes potagères, à l'état frais ou réfrigérés:	
A	Pommes de terre: de semence: de haute qualité	10%
a	autres	18%
A	Pommes de terre: de consommation	22%
07.05	Légumes à cosse secs, écossés, même décor- tiqués ou cassés:	
B	Autres: haricots	14%
09.02	Thé	20%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
10.03	Orge:	
B	Autre	20%
10.05	Mais:	
B	Autre	20%
10.07	Sarrasin, millet, alpiste, graines de sorgho et dari; autres céréales:	
ex B	Graines de sorgho, dari ou douro: - sorgho	20%
12.01	Graines et fruits oléagineux, même concassés:	
B	Autres graines et fruits oléagineux: 3      fèves de soja	5%
4	Graines de sésame, de tournesol et de carthame	5%
7	Graines de lin	15%
8	Graines de ricin	5%
15.02	Suifs (des espèces bovine, ovine et caprine) bruts ou fondus, y compris les suifs dits "premiers jus":	
A	Premiers jus	12%
B	Autres	1,5%
15.03	Stéarine solaire; oléo-stéarine; huile de saindoux et oléo-margarine non émulsionnée, sans mélange ni aucune préparation:	
ex B	Autres: - stéarine	1%
15.04	Graisses et huiles de poissons et de mammifères marins, même raffinées:	
ex B	Raffinées, simplement irradiées ou vitaminées - huiles médicinales	6%

LISTE XLV - ESPAGNEPREMIÈRE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
15.06	Autres graisses et huiles animales (huile de pied de boeuf, graisses d'os, graisses de déchets, etc.):	
A	Huile de pied de boeuf et similaires	Expt.
B	Autres	Expt.
15.07	Huiles végétales fixes, fluides ou concrètes, brutes, épurées ou raffinées:	
B	Huiles concrètes:	
2	de palme	14%
15.10	Acides gras industriels, huiles acides de raffinage, alcools gras industriels:	
ex A	Acides gras industriels et huiles acides de raffinage	
	- acides gras industriels	15%
15.17	Résidus provenant du traitement des corps gras ou des cires animales ou végétales:	
ex B	Autres (brai stéarique, brai de saint, poix de glycérine, etc.):	
	- résidus de stéarine	Expt.
16.01	Saucisses, saucissons et similaires, de viandes, d'abats ou de sang	20%
16.02	Autres préparations et conserves de viandes ou d'abats	20%
22.09	Alcool éthylique non dénaturé de moins de 80 degrés; eaux-de-vie, liqueurs et autres boissons spiritueuses; préparations alcooliques composées (dites "extraits concentrés") pour la fabrication de boissons:	
B	Eaux-de-vie, liqueurs et autres boissons spiritueuses:	
2	Whisky et similaires	40 pts le litre

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
22.09 (suite)		
ex 2	- Bourbon whisky	
4	Genièvre (Gin)	40 pts le litre 40 pts le litre
23.01	Farines et poudres de viande et d'abats, de poissons, crustacés ou mollusques, impropre à l'alimentation humaine; cretons:	
B	Farines et poudres de poissons	5%
25.08	Craie:	
A	broyée ou pulvérisée	3%
25.24	Amiante (Asbeste)	Expt.
ex 25.27	Stéatite naturelle, brute, dégrossie ou simplement débitée par sciage; talc:	
	- talc en poudre	5%
25.32	Matières minérales non dénommées ni comprises ailleurs; débris et tessons de poterie:	
ex B	Autres:	
	- calcite en poudre	3%
26.01	Minerais métallurgiques, même enrichis; pyrites de fer grillées (cendres de pyrites):	
B	Minerais de manganèse, y compris les minerais de fer manganésifères contenant 20% ou plus de manganèse	8%
27.01	Houilles; briquettes, boulets et combustibles solides similaires obtenus à partir de la houille:	
A	Houille	19% (minimum spécifique 15 pts le quintal métrique)
C	Briquettes, boulets et combustibles solides similaires obtenus à partir de la houille	20%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
ex 27.06	Goudrons de houille, de lignite ou de tourbe et autres goudrons minéraux, y compris les goudrons minéraux étêtés et les goudrons minéraux reconstitués: - crésosote	5%
27.08	Brai et coke de brai de goudron de houille ou d'autres goudrons minéraux:	
A	Brai de goudron de houille	5%
B	Autres	Expt.
ex 28.03	Carbone (noir de gaz de pétrole ou "carbon black", noirs d'acétylène, noirs anthracéniques, autres noirs de fumée etc.): - autres noirs de fumée	5% (minimum spécifique 200 pts le quintal métrique)
28.04	Hydrogène, gaz rares; autres métalloïdes:	
C	Autres métalloïdes:	
ex 2	Sélénium et tellure - Sélénium	5%
ex 5	Arsenic et bore - Arsenic	5%
28.17	Hydroxyde de sodium (soude caustique); hydroxyde de potassium (potasse caustique); peroxydes de sodium et de potassium:	
A	Hydroxyde de sodium (soude caustique)	20%
B	Hydroxyde de potassium (potasse caustique)	25%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
28.38	Sulfates et alums; persulfates: A Sulfates: ex 7 de nickel et sulfate double de nickel et d'ammonium - Sulfate de nickel	10%
28.43	Cyanures simples et complexes: A Cyanures: 1 de sodium et de potassium	30%
29.04	Alcools acycliques et leurs dérivés halogénés, sulfonés, nitrés, nitrosés: B Polyalcools: ex 2 autres polyalcools, ainsi que dérivés halogénés, sulfonés, nitrés, nitrosés et mixtes de ces alcools - Triméthylolpropane	18%
29.39	Hormones, naturelles ou reproduites par synthèse	3%
31.02	Engrais minéraux ou chimiques azotés: C Nitrate de calcium, contenant 16% ou moins d'azote et nitrate de calcium et magnésium, même pur ex C - Nitrate de calcium	10%
D	Nitrate d'ammonium	10%
E	Sulfate d'ammonium	10%
H	Urée d'une teneur en azote inférieure ou égale à 45%	15%
I	Mélanges de nitrate d'ammonium avec de la craie, du gypse ou d'autres matières inorganiques dépourvues de pouvoir fertilisant	15%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
31.03 A	Engrais minéraux ou chimiques phosphatés: Scories de déphosphoration	1%
32.04 A	Matières colorantes d'origine végétale (y compris les extraits de bois de teinture et d'autres espèces tinctoriales végétales, mais à l'exclusion de l'indigo) et matières colorantes d'origine animale: Matières colorantes d'origine végétale, à l'exclusion de l'indigo	1%
32.08 B	Pigments, opacifiants et couleurs préparés, compositions vitrifiables, lustres liquides et préparations similaires, pour la céramique, l'émaillerie ou la verrerie; engobes; frites de verre et autres verres sous forme de poudre, de grenailles, de lamelles ou de flocons: Compositions vitrifiables, frites de verre et autres verres sous forme de poudre, de grenailles, de lamelles ou de flocons	2%
32.09 A D	Vernis; peinture à l'eau, pigments à l'eau préparés du genre de ceux utilisés pour le finissage des cuirs; autres peintures; pigments broyés à l'huile, à l'essence, dans un vernis ou dans d'autres milieux, du genre de ceux servant à la fabrication de peintures; feuilles pour le marquage au fer; teintures présentées dans des formes ou emballages de vente au détail: Vernis à l'alcool Autres vernis, peintures, pigments et préparations similaires	3% 3%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
33.01	Huiles essentielles (déterpénées ou non), liquides ou concrètes, et résinoides:	
A	Huiles essentielles non déterpénées:	
1	de lavande, de lavandin et de menthe	12%
ex 1	- de menthe	10%
2	de fleur d'oranger (néroli), de basilic, d'anis, de fenouil, de limon, de mandarine, de myrte, d'orange amère (bigarade), d'orange douce (Portugal) de niaouli, de petit-grain, de mélisse et de verveine	7%
5	autres	5%
33.06	Produits de parfumerie ou de toilette préparés et cosmétiques préparés	32%
35.03	Gélatines (y compris celles présentées en feuilles découpées de forme carrée ou rectangulaire, même ouvrées en surface ou colorées) et leurs dérivés; colles d'os, de peaux, de nerfs, de tendons et similaires et colles de poissons; ichtyocolle solide:	
A	Gélatines fines, d'un point de fusion supérieure à 28°C	20%
B	Autres gélatines et leurs dérivés, ainsi que colles, y compris l'ichtyocolle solide	32%
37.01	Plaques sensibilisées, non impressionnées, en toutes matières:	
A	Sur support en verre	36%
B	Sur support en autres matières:	
1	sensibilisées sur les deux faces	<u>5%</u> <u>56%</u> (2) 1963 1964
2	sensibilisées sur une seule face	<u>52%</u> <u>46%</u> (2) 1963 1964

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
37.02	Pellicules sensibilisées, non impressionnées, perforées ou non, en rouleaux ou en bandes:	
A	Pellicules non perforées:	
1	pour images en noir et blanc	50%
2	pour images en couleur, négatives	40%
3	pour images en couleur, inversibles	40%
B	Pellicules perforées pour images en noir et blanc:	
1	négatives, en rouleaux de plus de 30 m de longueur	40%
2	négatives, en rouleaux de 30 m ou moins de longueur	45%
3	positives	50%
4	contretypes ("duplicating")	25%
5	réversibles	27%
C	Pellicules perforées pour images en couleur:	
1	négatives, en rouleaux de plus de 30 m de longueur	36%
2	négatives, en rouleaux de 30 m ou moins de longueur	40%
3	positives, négatives intermédiaires et inversibles	45%
37.03	Papiers, cartes et tissus sensibilisés, non impressionnés ou impressionnés, mais non développés:	
A	Pour images en noir et blanc	50%
B	Pour images en couleur	54%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
37.04	Plaques, pellicules et films impressionnés, non développés, négatifs ou positifs: A Plaques, pellicules et films, photographiques B Films cinématographiques: 1 d'actualités 2 autres	10% Expt. 180 pts le kg
37.05	Plaques, pellicules non perforées, et pellicules perforées (autres que les films cinématographiques), impressionnées et développées, négatives ou positives	18%
37.06	Films cinématographiques, impressionnés et développés, ne comportant que l'enregistrement du son, négatifs ou positifs	1 pts par m
37.07	Autres films cinématographiques impressionnés et développés, muets ou comportant à la fois l'enregistrement de l'image et du son, négatifs ou positifs: A De moins de 35 mm de large B De 35 mm et plus de large: 1 en noir et blanc: a négatifs, contretypes, lavandes ou autres, pour la reproduction b positifs 2 en couleur: a négatifs, négatifs intermédiaires ou positifs intermédiaires b positifs 3 Films d'actualités et documentaires, négatifs ou positifs, en noir et blanc ou en couleur	1 pts par m 12 pts par m 1,50 pts par m 22 pts par m 3 pts par m 1 pts par m

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
37.08	Produits chimiques pour usages photographiques, y compris les produits pour la production de la lumière-éclair:	
A	Emulsions sensibles	32%
B	Autres	25%
38.11	Désinfectants, insecticides, fongicides, herbicides, antirongeurs, antiparasitaires et similaires présentés à l'état de préparations ou dans des formes ou emballages de vente au détail ou présentés sous forme d'articles tels que rubans, mèches et bougies soufrés et papiers tue-mouches:	
A	Dans des formes ou emballages pesant net jusqu'à 5 kg	20%
B	Autres	18%
38.19	Produits chimiques et préparations des industries chimiques ou des industries connexes (y compris celles consistant en mélanges de produits naturels), non dénommés ni compris ailleurs; produits résiduaires des industries chimiques ou des industries connexes, non dénommés ni compris ailleurs:	
E	Autres	22%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
39.01	Produits de condensation, de polycondensation et de polyaddition, modifiés ou non, polymérisés ou non, linéaires ou non (phénoplastes, aminoplastes, alkydes, polyesters allyliques et autres polyesters non saturés, silicones, etc.):	
A	Phénoplastes et résines de furane	<u>36%</u> <u>33%</u> (1) 1963 1964
C	Alkydes (résines allyliques)	32%
D	Polyuréthanes	40%
ex F	Autres:	
	- Echangeurs d'ions	15%
	- Polyesters autres qu'alkydes	20%
	- Silicones	20%
	- Autres, non dénommés	18%
39.02	Produits de polymérisation et copolymérisation (polyéthylènes, polytétrahaloéthylènes, polyisobutylène, polystyrène, chlorure de polyvinyle, acétate de polyvinyle; chloracétate de polyvinyle et autres dérivés polyvinyliques, dérivés polyacryliques et polyméthacryliques, résines de coumarone-indène, etc.):	
A	Polyéthylènes	25%
C	Produits de polymérisation du styrène et leurs dérivés	27%
E	Chlorure de polyvinyle	32%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
39.03	Cellulose régénérée; nitrates, acétates et autres esters de la cellulose, éthers de la cellulose et autres dérivés chimiques de la cellulose, plastifiés ou non (celloidine et collodions, celluloid, etc.); fibre vulcanisée:	
B	Esters de la cellulose et matières plastiques à base de ces esters:	
1	celluloid	25%
2	acétate de cellulose d'un degré d'acétylation supérieur au 60°, en poudre ou en grains, non plastifié	25%
ex 39.06	Autres hauts polymères, résines artificielles et matières plastiques artificielles, y compris l'acide alginique, ses sels et ses esters; linoxyne	
	- Dextrane	20%
39.07	Ouvrages en matières des n° 39.01 à 39.06 inclus:	
B	Autres:	
ex 3	autres	
	- flotteurs pour la pêche	<u>56% 53%</u> (1) 1963 1964
40.01	Caoutchouc naturel, balata, gutta-percha et gommes naturelles analogues, à l'état brut (y compris le latex, stabilisé ou non):	
A	Caoutchouc naturel:	
1	Latex liquide ou en poudre	Expt.
2	feuilles fumées et crêpe en balles	Expt.
3	plaques de crêpe pour semelles de chaussures	5%
4	autres	Expt.
B	Balata, gutta-percha et gommes naturelles analogues	10%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
40.02	Caoutchoucs synthétiques, y compris le latex synthétique, stabilisé ou non; factice pour caoutchouc dérivé des huiles:	
B	Caoutchoucs synthétiques	Expt.
40.04	Déchets, rognures et poudres de caoutchouc non durci; débris d'ouvrages en caoutchouc exclusivement utilisables pour la récupération du caoutchouc:	
A	Bandages, enveloppes, chambres à air et sacs de vulcanisation (air-bags), ne pouvant plus servir comme tels	12% (Minimum spécifique de 70 pts par 100 kg)
B	Articles de la sous-position A, broyés; déchets, rognures et poudres de caoutchouc non durci, ainsi que débris d'autres ouvrages en caoutchouc exclusivement utilisables pour la récupération du caoutchouc	Expt.
40.08	Plaques, feuilles, bandes et profilés (y compris les profilés de section circulaires), en caoutchouc vulcanisé, non durci:	
ex A	Plaques, feuilles et bandes: - feuilles en caoutchouc vulcanisé de moins de 5 cm de large	27%
40.09	Tubes et tuyaux en caoutchouc vulcanisé non durci:	
A	Non combinés avec d'autres matières	25%
B	Combinés avec des matières textiles, des métaux ou d'autres matières	32%
C	Articles des sous-positions A et B, à armature métallique	32%
D	Articles des sous-positions A, B et C, garnis de raccords à leurs extrémités	32%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
40.11	Bandages, pneumatiques, chambres à air et "flaps", en caoutchouc vulcanisé, non durci, pour roues de tous genres:	
A	Bandages pleins ou creux (mi-pleins)	20%
C	Pneumatiques, y compris ceux sans chambre:	
1	pour aéronefs	32%
2	autres, y compris les boyaux pour cycles et les "flaps", d'un poids par pièce:	
a	supérieur à 70 kg	32%
b	supérieur à 15, mais non supérieur à 70 kg	32%
c	supérieur à 2, mais non supérieur à 15 kg	30%
d	égal ou inférieur à 2 kg	32%
41.01	Peaux brutes (fraîches, salées, séchées, chaulées, picklées), y compris les peaux d'ovins lainées:	
A	Peaux fraîches, salées ou séchées:	
1	Peaux de bœuf, de vache, de taureau et de buffle:	
a	salées fraîches, entières	8%
b	Croupions salés frais	8%
c	Collets, flancs et pièces, salés frais	8%
d	salées sèches	8%
e	séchées	8%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
41.01 (suite)		
A (suite)		
2	Peaux de vachette:	
a	salées fraîches, d'un poids égal ou inférieur à 16 kg pièce	8%
b	salées sèches, d'un poids égal ou inférieur à 12 kg pièce	8%
c	séchées, d'un poids égal ou inférieur à 8 kg pièce	8%
3	Peaux d'équidés:	
a	salées fraîches	4%
b	salées sèches	4%
c	séchées	4%
4	Peaux d'ovins:	
a	salées fraîches, d'un poids supérieur à 30 kg par douzaine	8%
b	salées fraîches, d'un poids égal ou inférieur à 30 kg par douzaine	8%
c	salées sèches, d'un poids supérieur à 22 kg par douzaine	8%
d	salées sèches, d'un poids égal ou inférieur à 22 kg par douzaine	8%
e	séchées, d'un poids supérieur à 14 kg par douzaine	8%
f	séchées, d'un poids égal ou inférieur à 14 kg par douzaine	8%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
41.01 (suite)		
A (suite)		
5	Peaux de caprins: salées fraîches, d'un poids supérieur à 75 kg par centaine	8%
a	salées fraîches, d'un poids supérieur à 50, mais non supérieur à 75 kg par centaine	8%
b	salées fraîches, d'un poids égal ou inférieur à 50 kg par centaine	8%
c	salées sèches, d'un poids supérieur à 62,5 kg par centaine	8%
d	salées sèches, d'un poids supérieur à 42, mais non supérieur à 62,5 kg par centaine	8%
e	salées sèches, d'un poids égal ou inférieur à 42 kg par centaine	8%
f	séchées, d'un poids supérieur à 50 kg par centaine	8%
g	séchées, d'un poids supérieur à 34, mais non supérieur à 50 kg par centaine	8%
h	séchées, d'un poids égal ou inférieur à 34 kg par centaine	8%
i		
6	Autres: Peau de porcins Peaux de reptiles, de batraciens, de poissons et de mammifères marins autres peaux (d'antilopes, de chiens, d'oiseaux, etc.)	8% 4% 4%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
41.01 (suite)		
B	Peaux chaulées et picklées:	
1	de bovins (y compris les buffles) et d'équidés	8%
2	d'ovins, y compris les cuirots	8%
3	de caprins, y compris les cuirots	8%
4	de porcins	8%
5	de reptiles, de batraciens, de poissons et de mammifères marins	4%
6	autres	4%
41.08	Cuirs et peaux vernis ou métallisés:	
A	d'équidés et de bovins (y compris les buffles):	
ex 1	d'un poids supérieur à 16 kg par douzaine de peaux entières: - cuir verni	16%
ex 2	d'un poids égal ou inférieur à 16 kg par douzaine de peaux entières: - cuir verni	14%
44.03	Bois bruts, même écorcés ou simplement dégrossis:	
E	Autres	20%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
44.05	Bois simplement sciés longitudinalement, tranchés ou déroulés, d'une épaisseur supérieure à 5 mm:  A Bois autres que tropicaux, sciés en poutres, madriers et planches de plus de 30 mm d'épaisseur, autres que celles comprises dans les sous-positions D et E  ex A - bois sciés en planches de plus de 30 mm d'épaisseur des variétés "Southern-pine" et "Douglas fir"  B Planches ayant jusqu'à 30 mm inclus d'épaisseur, ainsi que planchettes pour la fabrication d'emballages, en bois de toutes sortes, autres que le chêne et le châtaignier  ex B - bois sciés en planches jusqu'à 30 mm inclus d'épaisseur, des variétés "Southern-pine" et "Douglas fir"	5%  5%  <u>1 1/2% 10%</u> (1) <u>1963 1964</u>  <u>1 1/2% 10%</u> (1) <u>1963 1964</u>
44.08	Merrains, même sciés sur les deux faces principales, mais non autrement travaillés:  A En chêne	Expt.
44.13	Bois (y compris les lames ou frises pour parquets, non assemblées) rabotés, rainés, bouvetés, languetés, feuillurés, chanfreinés ou similaires	18%
44.15	Bois plaqués ou contre-plaqués, même avec adjonction d'autres matières; bois marquetés ou incrustés	25%
44.21	Caisses, caissettes, cageots, cylindres et emballages similaires complets en bois, montés ou bien non montés, même avec parties assemblées	<u>16% 14%</u> (1) <u>1963 1964</u>

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
ex 44.28	Autres ouvrages en bois: - rouleaux automatiques pour stores	20%
47.02	Déchets de papier et de carton; vieux ouvrages de papier et de carton exclusivement utilisables pour la fabrication du papier	0,70 pts le kg
48.01	Papiers et cartons fabriqués mécaniquement, y compris l'ouate de cellulose, en rouleaux ou en feuilles:	
C	Papiers et cartons dits "kraft":	
3	spéciaux pour supports d'abrasifs	5%
51.01	Fils de fibres textiles synthétiques et artificielles continues, non conditionnés pour la vente au détail:	
A	De fibres textiles synthétiques continues:	
1	simples, non moulinés ou présentant une torsion inférieure à 35 tours par mètre	<u>24%</u> <u>22%</u> <u>1963</u> <u>1964</u> (1)
53.02	Poils fins ou grossiers, en masse:	
A	Poils fins:	
ex 1	d'alpaga, de lama, de vigogne, de yack, de chameau, de chèvre mohair, chèvre du Thibet, chèvre du Cachemire et similaires: - chèvre d'angora (mohair)	5%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
53.05	Laine et poils (fins ou grossiers) cardés ou peignés:	
A	Laine cardée ou peignée:	
1	Non teinte	22%
53.11	Tissus de laine ou de poils fins:	
A	Contenant en poids 85% ou plus de ces fibres, d'un poids:	
1	égal ou inférieur à 250 g par m <sup>2</sup>	36%
2	supérieur à 250 sans dépasser 400 g par m <sup>2</sup>	35%
3	supérieur à 400 g par m <sup>2</sup>	33%
B	Contenant en poids moins de 85% de ces fibres, d'un poids:	
2	supérieur à 250 sans dépasser 400 g par m <sup>2</sup>	38%
3	supérieur à 400 g par m <sup>2</sup>	33%
55.06	Fils de coton conditionnés pour la vente au détail:	
A	D'un numéro supérieur au n° 42 TEX (Jusqu'au n° 14 inclus du numérotage anglais)	28%
B	Du n° 16 TEX inclus au n° 42 TEX inclus (du n° 15 inclus au n° 26 inclus du numérotage anglais)	28%
C	D'un numéro inférieur au n° 16 TEX (des n° 37 et suivants du numérotage anglais)	30%
ex 57.08	Fils de papier:	
	- Ficelle en papier	24%
ex 59.03	"Tissus non tissés" et articles en "tissus non tissés", même imprégnés ou enduits:	
	- Tissus non tissés	32%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
59.17	Tissus et articles pour usages techniques en matières textiles: B Gazes et toiles à bluter: 1 en soie 2 en autres matières textiles D Tissus, feutrés ou non, même imprégnés ou enduits, des types communément utilisés sur les machines à papier ou pour d'autres usages techniques et répondant aux spécifications du 4ème alinéa de la Note 5 a du présent Chapitre	19% 27% 32%
63.02	Drilles et chiffons, ficelles, cordes et cordages, sous forme de déchets ou d'articles hors d'usage	3%
68.07	Laines de laitier, de scories, de roche et autres laines minérales similaires; vermiculite expansée, argile expansée, et produits minéraux similaires expansés; mélanges et ouvrages en matières minérales à usages calorifuges ou acoustiques, à l'exclusion de ceux des n° 68.12, 68.13 et du Chapitre 69; ex A Laines de laitier, de scories, de roche et autres laines minérales similaires, expansées - Laine de roche	18%
68.13	Amiante travaillé; ouvrages en amiante, autres que ceux du n° 68.14 (cartons, fils, tissus, vêtements, coiffures, chaussures, etc.), même armés; mélanges à base d'amiante ou à base d'amiante et de carbonate de magnésium, et ouvrages en ces matières:	

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
68.13 (suite)		
A	Mélanges à base d'amiante ou à base d'amiante et de carbonate de magnésium, et ouvrages en ces matières	22%
B	Amiante travaillé; ouvrages en amiante, autres que ceux du n° 68.14 (cartons, fils, tissus, vêtements, coiffures, chaussures, etc.), même armés	32%
68.16	Ouvrages en pierres ou en autres matières minérales (y compris les ouvrages en tourbe), non dénommés ni compris ailleurs:	
ex A	Ouvrages réfractaires agglomérés chimiquement, mais non cuits: - Briques en magnésite, non cuites	15%
ex C	Autres: - Briques en magnésite, revêtues	17%
ex C	- Récipients de tourbe fertilisée pour la transplantation "Jiffy-pot"	16%
69.02	Briques, dalles, carreaux et autres pièces analogues de construction, réfractaires:	
B	Alumineux et silico-alumineux	15%
ex C	Autres: - Briques siliceuses (appelées aussi pierres de dinas)	20%
ex C	- Briques en magnésite, calcinées	20%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
69.03	Autres produits réfractaires (cornues, creusets, moufles, busettes, tampons, supports, coupelles, tubes, tuyaux, gaines, baguettes, etc.): ex C            Autres: - Creusets de graphite ex C            - Autres produits en magnésite	20% 20%
69.10	Eviers, lavabos, bidets, cuvettes de water-closets, baignoires et autres appareils fixes similaires pour usages sanitaires ou hygiéniques: ex C            en porcelaine: - appareils sanitaires en porcelaine	28%
70.04	Verre coulé ou laminé, non travaillé (même armé ou plaqué en cours de fabrication), en plaques ou en feuilles de forme carrée ou rectangulaire: A               Verre imprimé plan non armé et verre plaqué B               Verre imprimé plan armé C               Verre imprimé ondulé non armé D               Verre imprimé ondulé armé E               Verre à glace et dalles, bruts	27% 27% 27% 27% 27%
70.05	Verre étiré ou soufflé dit "verre à vitres", non travaillé (même plaqué en cours de fabrication), en feuilles de forme carrée ou rectangulaire: A               Verre de couleur naturelle, d'une épaisseur: 1               inférieure à 3,5 mm 2               égale ou supérieure à 3,5 mm B               Verre coloré et verre plaqué	27% 32% 20%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
70.07	Verre coulé ou laminé et "verre à vitres" (doucis ou polis ou non), découpés de forme autre que carrée ou rectangulaire, ou bien courbés ou autrement travaillés (biseautés, gravés, etc.); vitrages isolants à parois multiples; verres assemblés en vitraux:	
C	Vitrages isolants à parois multiples	<u>46%</u> <u>44%</u> (1) 1963 1964
70.13	Objets en verre pour le service de la table, de la cuisine, de la toilette, pour le bureau, l'ornementation des appartements ou usages similaires, à l'exclusion des articles du n° 70.19:	
B	En autre verre:	
ex 1	non trempé: - Objets en verre avec 18% ou plus d'oxyde de plomb	<u>46%</u> <u>44%</u> (1) 1963 1964
70.14	Verrerie d'éclairage, de signalisation et d'optique commune:	
B	Verrerie de signalisation	32%
73.02	Ferro-alliages:	
A	Ferro-manganèse	<u>12%</u> (1) 1963
B	Ferro-silicium	<u>12%</u> (1) 1963
C	Ferro-chrome	<u>12%</u> (1) 1963

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
73.05	Poudres de fer ou d'acier; fer et acier spongieux (éponge):	
A	Poudre de fer ou d'acier	4%
B	Eponges de fer ou d'acier	<u>12%</u> <u>11%</u> (1) 1963 1964
73.12	Feuillards en fer ou en acier, laminés à chaud ou à froid:	
B	en fer ou en acier autre que spécial: recouverts ou autrement travaillés:	
3	autres (argentées, dorées, galvanisées, polis, vernis, lithographiées, perforées, cintrees, etc.)	
	- Feuillards d'une épaisseur de 0,1 mm perforés et nickelés	24%
73.13	Tôles de fer ou d'acier, laminées à chaud ou à froid:	
C	De fer ou d'acier autre que spécial: recouvertes ou autrement travaillées en surface:	
3	étamées (fer-blanc), d'une épaisseur:	
b	de 0,5 mm ou plus	<u>2%</u> (3) 1964
1	de moins de 0,5 mm	<u>2%</u> (3) 1964
2		
d	autres (cuivrées, nickelées, émaillées, laquées, vernies, parkerisées, lithographiées, etc.)	24%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
73.14	Fils de fer ou d'acier, nus ou revêtus, à l'exclusion des fils isolés pour l'électricité:	
B	Fils de fer ou d'acier autre que spécial, dont la plus grande dimension de la coupe transversale est:	
1	égale ou supérieure à 5 mm	
b	revêtus ou autrement travaillés (étamés, galvanisés, polis, ondulés, etc.)	<u>29%</u> <u>28%</u> (1) 1963 1964
2	égale ou supérieure à 1 mm, mais inférieure à 5 mm:	
b	revêtus ou autrement travaillés (étamés, galvanisés, polis, ondulés, etc.)	<u>34%</u> <u>33%</u> (1) 1963 1964
3	inférieure à 1 mm:	
b	revêtus ou autrement travaillés (étamés, galvanisés, polis, ondulés, etc.)	<u>39%</u> <u>38%</u> (1) 1963 1964
73.15	Aciers alliés et acier fin au carbone sous les formes indiquées aux n° 73.06 à 73.14 inclus:	
A	Acier fin au carbone:	
3	Barres (y compris le fil machine et les barres creuses pour le forage des mines):	
a	Barres creuses pour le forage des mines	30%
b	Autres (y compris le fil machine)	26%
ex 5	Feuillards: - laminés à froid	26%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
73.15 (suite)		
A (suite)		
ex 6	Tôles: - bandes transporteuses	30%
7	Fils, nus ou revêtus, à l'exclusion des fils isolés pour l'électricité, dont la plus grande dimension de la coupe transversale est:	
b	égale ou supérieure à 1 mm mais inférieure à 5 mm	26%
c	inférieure à 1 mm	30%
B	Aciers alliés:	
1	Aciers dits "de construction":	
ex e	Feuillards - feuillards en acier inoxydable	32%
2	autres aciers alliés:	
c	barres (y compris le fil machine et les barres creuses pour le forage des mines): barres creuses pour le forage des mines	27%
1		
2	autres (y compris le fil machine)	23%
ex e	Feuillards - laminés à froid	24%
f	Tôles:	
2	autres tôles	26%
g	Fils nus ou revêtus, à l'exclusion des fils isolés pour l'électricité, dont la plus grande dimension de la coupe transversale est:	

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
73.15 B 2 g (suite)		
ex 1	égale ou supérieure à 5 mm: - Fil de résistance en Cr, Fe, Al-alliages	25%
2	égale ou supérieure à 1 mm, mais inférieure à 5 mm	24%
3	inférieure à 1 mm	28%
73.17	Tubes et tuyaux en fonte: A D'un diamètre intérieur égal ou supérieur à 60 mm B D'un diamètre intérieur inférieur à 60 mm	20%
73.18	Tubes et tuyaux (y compris leurs ébauches), en fer ou en acier, à l'exclusion des articles du n° 73.19: A Obtenus directement sans soudure (par moulage, laminage, étirage, etc.) ex A - Tubes d'acier allié, sans soudure, et tubes mécaniques, d'acier non allié (barres creuses) d'une épaisseur de 6 mm ou supérieure, d'un diamètre extérieur supérieur à 30 mm et d'un contenu en carbone supérieur au 0,30%	32%
	B Autres (soudés, à bords simplement rapportés, rivés, etc.)	28% 24%
73.19	Conduites forcées en acier, même frettées, du type utilisé pour les installations hydro-électriques	24%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
ex 73.24	Récipients en fer ou en acier pour gaz comprimés ou liquéfiés: - Bouteilles pour gaz liquide	24%
73.25	Câbles, cordages, tresses, élingues et similaires, en fils de fer ou d'acier, à l'exclusion des articles isolés pour l'électricité:	
A	Bruts, fabriqués de fil métallique de section circulaire, ayant un diamètre:	
ex 1	égal ou supérieur à 1 mm: - combinés avec des fibres textiles	<u>27%</u> <u>26%</u> (1) <u>1963</u> <u>1964</u>
ex 2	inférieur à 1 mm: - combinés avec des fibres textiles	<u>27%</u> <u>26%</u> (1) <u>1963</u> <u>1964</u>
ex B	Autres: - combinés avec des fibres textiles	<u>27%</u> <u>26%</u> (1) <u>1963</u> <u>1964</u>
73.29	Chafnes, chafnettes et leurs parties, en fonte, fer ou acier:	
A	A rouleaux et de précision (calibrées)	44%
73.31	Pointes, clous, crampons appointés, agrafes ondulées et biseautées, pitons, crochets et punaises, en fer ou en acier, même avec tête en autre matière, à l'exclusion de ceux avec tête en cuivre	24%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
73.36	Poêles, calorifères, cuisinières (y compris ceux pouvant être utilisés accessoirement pour le chauffage central), réchauds, chaudières à foyer, chauffe-plats et appareils similaires non électriques des types servant à des usages domestiques, ainsi que leurs parties et pièces détachées, en fonte, fer ou acier: A non émaillés ni recouverts B émaillés ou recouverts (nickelés, cuivrés, peints, etc.)	24% 28%
ex 74.06	Poudres et paillettes de cuivre: - Poudre de bronze	24%
74.17	Appareils non électriques de cuisson et de chauffage, des types servant à des usages domestiques, ainsi que leurs parties et pièces détachées, en cuivre: ex A Non recouverts - réchauds à pétrole et à gaz liquide, non émaillés	24%
75.01	Mattes, speiss et autres produits intermédiaires de la métallurgie du nickel; nickel brut (à l'exclusion des anodes du n° 75.05); déchets et débris de nickel: A Mattes, speiss et autres produits intermédiaires de la métallurgie du nickel; nickel en brut non allié, même en cubes et billes	Expt.
75.02	Barres, profilés et fils de section pleine, en nickel: C en autres alliages: ex 2 Fils - fil de résistance	20%

LISSTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
76.01	Aluminium brut; déchets et débris d'aluminium:	
A	Aluminium brut:	
1	non allié	16%
ex 76.05	Poudres et paillettes d'aluminium: - Poudre d'aluminium	24%
76.12	Câbles, cordages, tresses et similaires, en fils d'aluminium, à l'exclusion des articles isolés pour l'électricité:	
ex A	en aluminium allié ou non, comportant des fils en autres métaux, à condition que l'aluminium prédomine en poids: - Câbles pour l'électricité, en fil d'aluminium avec un noyau en fil de fer	24%
80.01	Etain brut; déchets et débris d'étain:	
A	Etain brut:	
1	non allié	15%
2	allié	15%
B	Déchets et débris	15%
80.02	Barres, profilés et fils de section pleine, en étain	16%
82.01	Bêches, pelles, pioches, pics, houes, binettes, fourches, crocs, râteaux et racloirs; hâches, serpes et outils similaires à taillants; faux et fauilles, couteaux à foin ou à paille, cisailles à haies, coins et autres outils agricoles, horticoles et forestiers, à main:	
B	Outils à taillants:	
1	Faucilles et faux	24%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
82.02	Scies à main montées, lames de scies de toutes sortes (y compris les fraises-scies et les lames non dentées pour le sciage): A Scies à main montées B Lames de scies: 1 circulaires 2 à ruban 3 autres	24% 32% 28% 32%
82.04	Autres outils et outillage à main, à l'exclusion des articles repris dans d'autres positions du présent chapitre; enclumes, étaux, lampes à souder, forges portatives, meules montées à main ou à pédale et diamants de vitriers montés: ex C Autres: - lampes et fers à souder à essence et à pétrole, appareils à souder à gaz liquide	24%
82.05	Outils interchangeables pour machines et pour outillage à main, mécanique ou non (à emboutir, estamper, tarauder, aléser, fileter, fraiser, mandriner, tailler, tourner, visser, etc.), y compris les filières d'étirage et de filage à chaud des métaux, ainsi que les outils de forage: A en acier fin au carbone ex A - Perceuses de moins de 40 mm de diamètre, plaques universelles réunies avec mâchoires indépendantes, pour travailler les métaux et mandrins B en aciers alliés	32% 32% 28%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
82.05 (suite)		
ex B	- Perceuses de moins de 40 mm de diamètre, plaques universelles réunies avec mâchoires indépendantes, pour travailler les métaux et mandrins	28%
C	en carbures métalliques	32%
ex C	- Perceuses de moins de 40 mm de diamètre, plaques universelles réunies avec mâchoires indépendantes, pour travailler les métaux et mandrins	32%
D	en pierres gemmes ou en pierres synthétiques ou reconstituées, et en matières abrasives	20%
ex D	- Perceuses de moins de 40 mm de diamètre, plaques universelles réunies avec mâchoires indépendantes, pour travailler les métaux et mandrins	20%
ex E	en autres matières: - Perceuses de moins de 40 mm de diamètre, plaques universelles réunies avec mâchoires indépendantes, pour travailler les métaux et mandrins	28%
82.06	Couteaux et lames tranchantes pour machines et pour appareils mécaniques:	
A	En acier inoxydable	36%
B	Autres	32%
82.07	Plaquettes, baguettes, pointes et objets similaires pour outils, non montés, constitués par des carbures métalliques (de tungstène, de molybdène, de vanadium, etc.) agglomérés par frittage	32%
82.14	Cuillers, louches, fourchettes, pelles à tartes, couteaux spéciaux à poisson ou à beurre, pinces à sucre et articles similaires:	
ex B	en fer ou acier, même avec recouvrement: - Cuillers et fourchettes	36%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
ex 83.15	Fils, baguettes, tubes, plaques, pastilles, électrodes et articles similaires, en métaux communs ou en carbures métalliques, enrobés ou fourrés de décapants et de fondants, pour soudure ou dépôt de métal ou de carbures métalliques; fils et baguettes en poudres de métaux communs agglomérées, pour la métallisation par projection: - électrodes	32%
84.01	Générateurs de vapeur d'eau ou d'autres vapeurs (chaudières à vapeur):	
A	Chaudières marines:	
1	Aquatubulaires: a à vapeur réchauffée: 1 d'une pression égale ou inférieure à 38 kg par cm <sup>2</sup>	28%
	2 d'une pression supérieure à 38 kg par cm <sup>2</sup>	24%
B	Chaudières de locomotives	28%
C	Autres chaudières: 1 aquatubulaires, d'une pression: a égale ou inférieur à 100 kg par cm <sup>2</sup>	32%
	b supérieure à 100 kg par cm <sup>2</sup> , non supérieure à 120 kg par cm <sup>2</sup>	25%
	c supérieure à 120 kg par cm <sup>2</sup> :	
	1 d'un poids égal ou inférieur à 800 tonnes métriques	25%
	2 d'un poids supérieur à 800 tonnes métriques	25%
2	Autres	28%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.01 (suite)		
D	Parties et pièces détachées:	
1	Constituées principalement par des tubes	32%
84.05	Machines à vapeur d'eau ou autres vapeurs, séparées de leurs chaudières:	
B	Turbines à vapeur	24%
84.06	Moteurs à explosion ou à combustion interne, à pistons:	
A	Moteurs d'aviation, d'un poids par pièce:	
1	égal ou inférieur à 1 000 kg	24%
2	supérieur à 1 000 kg	24%
B	Autres moteurs à explosion ou à allumage par bougie:	
1	pour vélocipèdes et motocycles	44%
2	autres, d'un poids par pièce:	
a	égal ou inférieur à 15 kg	44%
b	supérieur à 15 kg mais non supérieur à 100 kg	50%
ex b	supérieur à 15 kg, mais non supérieur à 100 kg: - moteurs "outboards"	44%
c	supérieur à 100 kg mais non supérieur à 300 kg	50%
d	supérieur à 300 kg	36%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.06 (suite)		
C	Autres moteurs à combustion interne ou à allumage par compression, d'un poids par pièce:	
1	égal ou inférieur à 2 000 kg	45%
2	supérieur à 2 000 kg, mais non supérieur à 100 000 kg	36%
3	supérieur à 100 000 kg	28%
D	Parties et pièces détachées:	
1	pour moteurs d'aviation	24%
2	autres, y compris les injecteurs, porte-injecteurs et carburateurs	44%
84.07	Roues hydrauliques, turbines et autres machines motrices hydrauliques, y compris leurs régulateurs:	
A	Roues, turbines et autres machines motrices hydrauliques:	
1	d'une puissance égale ou inférieure à 30 000 CV	24%
2	Turbines de plus de 30 000 CV à axe vertical et à caractéristiques spéciales (des types à pompe ou à bulle)	24%
3	Autres	24%
B	Parties et pièces détachées:	
2	régulateurs, ainsi qu'autres parties et pièces détachées	24%
84.09	Rouleaux compresseurs à propulsion mécanique	32%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.10	Pompes, motopompes et turbopompes pour liquides, y compris les pompes non mécaniques et les pompes distributrices comportant un dispositif mesurateur; élévateurs à liquides (à chapelet, à godets, à bandes souples, etc.); E           autres pompes sans moteur: ex 2       autres: - pompes à vis	20%
84.11	Pompes, motopompes et turbopompes à air et à vide; compresseurs, moto-compresseurs et turbo-compresseurs d'air et d'autres gaz; générateurs à pistons libres; ventilateurs et similaires: E           Ventilateurs et similaires: 1           Turbo-ventilateurs et similaires           28% 2           Autres    25%	
84.12	Groupes pour le conditionnement de l'air comprenant, réunis en un seul corps, un ventilateur à moteur et des dispositifs propres à modifier la température et l'humidité	36%
84.15	Matériel, machines et appareils pour la production du froid, à équipement électrique ou autre: B           Autres: 3           autres et les parties et pièces détachées   32%	

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.17	Appareils et dispositifs, même chauffés électriquement, pour le traitement de matières par des opérations impliquant un changement de température, telles que le chauffage, la cuisson, la torréfaction, la distillation, la rectification, la stérilisation, la pasteurisation, l'étuvage, le séchage, l'évaporation, la vaporisation, la condensation, le refroidissement, etc., à l'exclusion des appareils domestiques; chauffe-eau et chauffe-bains non électriques:  J Autres: 1 Pasteurisateurs à plaques et stérilisateurs continus pour l'industrie laitière ex 2 Autres - Echangeurs thermiques à plaques à l'usage industriel	24% 28%
84.18	Machines et appareils centrifuges; appareils pour la filtration ou l'épuration des liquides ou des gaz:  D Autres: 1 machines et appareils centrifuges: ex a écrèmeuses et clarificateurs de lait - clarificateurs ex c épurateurs et centrifugeuses de liquides - séparateurs industriels et pour l'usage en laboratoire - centrifugeuses de laboratoire ex d autres - centrifugeuses de laboratoire ex E Parties et pièces détachées: - Parties et pièces détachées pour les centrifugeuses de laboratoire	24% 28% 28% 28% 28%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.19	Machines et appareils servant à nettoyer et à sécher les bouteilles et autres récipients; à remplir, fermer, étiqueter et capsuler les bouteilles, boîtes, sacs, et autres contenants; à empaqueter et emballer les marchandises; appareils à gazéifier les boissons; appareils à laver la vaisselle:	
A	Appareils à laver la vaisselle	28%
E	Autres:	
2	autres	28%
F	Parties et pièces détachées	28%
84.20	Appareils et instruments de pesage, y compris les bascules et balances à vérifier les pièces usinées, mais à l'exclusion des balances sensibles à un poids de 5 cg et moins; poids pour toutes balances:	
C	Bascules et balances automatiques et semi-automatiques:	
2	autres	32% (min. 1 600 pts par unité)
84.22	Machines et appareils de levage, de chargement, de déchargement et de manutention (ascenseurs, skips, treuils, crics, palans, grues, ponts roulants, transporteurs, téléphériques, etc.), à l'exclusion des machines et appareils du n° 84.23:	
A	Manipulateurs mécaniques à distance, fixes ou mobiles, non maniables "à bras franc", spécialement conçus pour la manipulation des substances hautement radioactives	8%
B	Monte-charges, ascenseurs et similaires, à l'exception des escaliers roulants	24%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.22 (suite)		
C	Treuils et cabestans	24%
D	Crics, même hydrauliques et élévateurs fixes	32%
E	Palans	24%
F	Grues:	
1	automotrices, à chenilles ou à roues, ne circulant pas sur rails	32%
2	autres	32%
G	Transporteurs mécaniques à action continue, autres qu'à câbles:	
1	escaliers roulants	24%
2	Transporteurs vibrants	24%
3	Transporteurs aériens sur rail employés dans l'industrie avicole	24%
4	Autres	24%
H	Transporteurs aériens sur câbles; téléphériques	28%
I	Autres	24%
J	Parties et pièces détachées	24%
84.23	Machines et appareils, fixes ou mobiles, d'extraction de terrassement, d'excavation ou de forage du sol (pelles mécaniques, haveuses, excavateurs, décapeurs, niveleuses, bulldozers, scrapers, etc.); sonnettes de battage; chasse-neige, autres que les voitures chasse-neige du n° 87.03:	
A	Pelles mécaniques, excavateurs et décapeurs dont le godet présente une capacité:	
1	égale ou inférieure à 1 m <sup>3</sup>	24%
2	supérieure à 1 m <sup>3</sup>	24%

LISR XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.23 (suite)		
B	Niveleuses, bulldozers, scrapers, scarificateurs, sonnettes de battage, chasse-neige et rouleaux compresseurs	20%
C	Autres	24%
D	Parties et pièces détachées	24%
84.24	Machines, appareils et engins agricoles et horticoles pour la préparation et le travail du sol et pour la culture, y compris les rouleaux pour pelouses et terrains de sports	20%
84.25	Machines, appareils et engins pour la récolte et le battage des produits agricoles; presses à paille et à fourrage; tondeuses à gazon; tarares et machines similaires pour le nettoyage des grains, trieurs à oeufs, à fruits et autres produits agricoles, à l'exclusion des machines et appareils de minoterie du n° 84.29:	
A	Moissonneuses, y compris les moissonneuses-lieuses:	
2	autres	16%
B	Batteuses	16%
C	Moissonneuses-batteuses:	
1	à céréales et graines:	
a	automotrices	28%
b	tirées:	
1	à moteur	24%
2	sans moteur	16%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.25 (suite)		
D	Autres machines, appareils et engins:	
ex 2	autres	
	- tondeuses à gazon	20%
E	Parties et pièces détachées	20%
84.26	Machines à traire et autres machines et appareils de laiterie:	
A	Machines à traire	24%
B	Autres:	
1	machines à irradiier le lait	24%
2	autres	24%
84.31	Machines et appareils pour la fabrication de la pâte cellulosique (pâte à papier) et pour la fabrication et le finissage du papier et du carton:	
A	Machines et appareils pour la fabrication de la pâte cellulosique	36%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.31 (suite)		
B	Machines et appareils pour la fabrication et le finissage du papier et carton, avec une largeur totale de toile:	
1	inférieure à 3,50 m	36%
2	dès 3,50 m jusqu'à 4,20 m	20%
3	égale ou supérieure à 4,20 m	12%
G	Machines pour la fabrication du papier et carton ondulés:	
1	égale ou inférieure à 7 500 kg inclus	20%
2	dès 7 500 kg, jusqu'à 12 000 kg inclus	15%
3	de plus de 12 000 kg	15%
84.34	Machines à fondre et à composer les caractères; machines, appareils et matériel de clicherie, de stéréotypie et similaires; caractères d'imprimerie, clichés, planches, cylindres et autres organes imprimants; pierres lithographiques, planches et cylindres préparés pour les arts graphiques (planés, grenés, polis, etc.):	
ex B	Autres:	
	- Matrices, coins, planches et caractères d'imprimerie	32%
ex C	Parties et pièces détachées:	
	- Pièces de rechange pour matrices, coins, planches et caractères d'imprimerie	32%
84.35	Machines et appareils pour l'imprimerie et les arts graphiques, margeurs, plieuses et autres appareils auxiliaires d'imprimerie:	
A	Presses d'imprimerie pour impression à plat, même avec dispositif enrouleur	36%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.35 (suite)		
B	Machines à imprimer à cylindres, y compris celles pour procédé offset, d'un poids par pièce:	
1	égal ou inférieur à 6 000 kg	28%
2	supérieur à 6 000 kg	20%
C	Rotatives, y compris celles pour procédé offset, ainsi qu'autres machines et appareils, d'un poids par pièce:	
1	égal ou inférieur à 7 500 kg	20%
2	supérieur à 7 500 kg mais non supérieur à 12 000 kg	12%
3	supérieur à 12 000 kg	9%
84.37	Métiers à tisser, à bonneterie, à tulle, à dentelle, à broderie, à passementerie et à filet; appareils et machines préparatoires pour le tissage, la bonneterie, etc. (ourdissoirs, encolleuses, etc.):	
B	Métiers à bonneterie:	
1	Métiers rectilignes:	
a	Machines à tricoter, y compris celles à main	32%
b	Métiers de type à tricot chaîne pour tissus indémaillables	24%
c	Autres métiers rectilignes (types Cotton et similaires, etc.)	24%
2	Métiers circulaires:	
a	A batterie	28%
b	A mailleuses, avec aiguilles articulées ou à bec	28%
c	Du type "Interlock" avec plateau de cylindre	24%
d	Autres métiers circulaires, mesurant en diamètre:	
1	moins de 20 cm	24%
2	20 cm ou plus	24%
3	Machines ou appareils à remmailler les bas et similaires	24%

LISTE XIV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.38	Machines et appareils auxiliaires pour les machines du n° 84.37 (ratières, mécaniques Jacquard, casse-chaînes et casse-trames, mécanismes de changement de navettes, etc.); pièces détachées et accessoires reconnaissables comme étant exclusivement ou principalement destinés aux machines et appareils de la présente position et à ceux des numéros 84.36 et 84.37 (broches, ailettes, garnitures de cardes, peignes, barrettes, filières, navettes, lisses et lames, aiguilles, platines, crochets, etc.):	
. A	Machines et appareils auxiliaires pour les machines du n° 84.37:	
2	mécanismes de changement automatique de navettes, de canettes, etc., casse-chaînes et casse-trames	28%
3	mécanismes à placer la trame (trameurs automatiques pour le tissage des rubans, trameurs à bobine, etc.)	28%
4	autres	28%
B	Parties et pièces détachées et accessoires:	
1	platines et autres pièces et accessoires en tôle ou feuillard coupé (jacks, transfers, sliders, "onders", combles, platinettes, etc.)	24%
2	aiguilles, y compris les aiguilles travaillées, ainsi qu'autres pièces et accessoires en fil métallique	24%
3	autres	24%

LISIE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.41	Machines à coudre (les tissus, les cuirs, les chaussures, etc.), y compris les meubles pour machines à coudre; aiguilles pour ces machines:	
A	Machines à coudre:	
1	du type domestique, ainsi que têtes pour ces machines:	
a	portatives, ainsi que machines à coudre électriques, portatives ou non	36% (minimum spécifique 800 pts par unité)
b	autres	36% (minimum spécifique 800 pts par unité)
2	du type industriel, ainsi que têtes pour ces machines:	
a	cônes exclusivement pour exécuter des travaux spéciaux (coudre les cuirs, les chaussures, les sacs, les boutons, etc.)	16%
b	autres	44%
B	Aiguilles pour machines à coudre	20%
C	Autres parties et pièces détachées, y compris les meubles et leurs parties	44%
84.44	Laminoirs, trains de laminoirs et cylindres de laminoirs:	
A	Laminoirs et trains de laminoirs:	
ex 2	pour la fabrication de tubes: - laminoirs pour la fabrication de tubes	13%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.44 (suite)		
B	Parties et pièces détachées:	
1	cylindres, d'un poids par pièce:	
a	égal ou inférieur à 20 000 kg	20%
b	supérieur à 20 000 kg	20%
84.45	Machines-outils pour le travail des métaux et des carbures métalliques autres que celles des numéros 84.49 et 84.50:	
A	Spécialement conçues pour être utilisées dans le recyclage des combustibles nucléaires irradiés (gainage, dégainage, façonnage, etc.)	11%
B	Autres machines-outils travaillant par enlèvement de la matière:	
1	Tours parallèles, d'un poids par pièce:	
a	égal ou inférieur à 5 000 kg	36%
b	supérieur à 5 000 kg, mais non supérieur à 10 000 kg	32%
c	supérieur à 10 000 kg	24%
2	Tours semi-automatiques à tourelle revolver, d'un poids par pièce:	
a	égal ou inférieur à 2 500 kg	36%
b	supérieur à 2 500 kg	24%
3	Tours automatiques, d'un poids par pièce:	
a	égal ou inférieur à 300 kg	24%
b	supérieur à 300 kg, mais non supérieur à 1 500 kg	36%
c	supérieur à 1 500 kg	24%
4	Tours verticaux	24%

LISIE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.45 (suite)		
B (suite)		
5	Tours spéciaux (tours en l'air, tours à roues de chemin de fer, tours à dégrossir les lingots, tours à cylindres de laminoir, tours à détalonner)	24%
6	Autres tours, d'un poids par pièce:	
a	égal ou inférieur à 5 000 kg	36%
b	supérieur à 5 000 kg	24%
7	Machines à fileter et à tarauder ne constituant pas des tours	28%
8	Machines à aléser:	
a	aléseuses à usinage automatique, à broches non coulissantes et avec mouvement automatique de la table, d'un poids par pièce:	
1	égal ou inférieur à 4 000 kg	32%
2	supérieur à 4 000 kg	32%
9	Raboteuses, y compris les raboteuses verticales ou mortaiseuses, d'un poids par pièce:	
a	égal ou inférieur à 12 000 kg	28%
b	supérieur à 3 000 kg	24%
10	Eteaux-limeurs d'un poids par pièce:	
a	égal ou inférieur à 3 000 kg	28%
b	supérieur à 3 000 kg	24%
11	Fraiseuses:	
a	fraiseuses spécialisées (fraiseuses à arrondir les engrenages, fraiseuses de cames, fraiseuses de lingots, fraiseuses spéciales à grands pas de vis, fraiseuses-raboteuses, fraiseuses-centreuses, fraiseuses automatiques à tailler les rainures de clavettes, fraiseuses automatiques pour essieux cannelés)	24%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.45 (suite)		
B 11 (suite)		
b	autres fraiseuses d'un poids par pièce:	
1	égal ou inférieur à 5 000 kg	32%
2	supérieur à 5 000 kg	24%
12	Perceuses:	
a	radiales et à têtes multiples, d'un poids par pièce:	
1	égal ou inférieur à 7 500 kg	28%
2	supérieur à 7 500 kg	24%
b	autres perceuses	28%
13	Rectifieuses et machines à mouler, roder et polir:	
a	rectifieuses de surfaces planes et cylindriques, y compris les rectifieuses sans centres d'un poids par pièce:	
1	égal ou inférieur à 4 000 kg	28%
2	supérieur à 4 000 kg	24%
b	autres	24%
14	Machines à brocher	24%
15	Machines à affûter	28%
16	Machines à tailler:	
a	à tailler les engrenages cylindriques, d'un poids par pièce:	
1	égal ou inférieur à 300 kg	24%
2	supérieur à 300 kg mais non supérieur à 3 500 kg	28%
3	supérieur à 3 500 kg	24%
b	autres	24%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.45 (suite)		
B (suite)		
17	Machines à scier et à tronçonner: a machines à scier, alternatives ou à ruban, d'un poids par pièce: 1 égal ou inférieur à 1 500 kg 2 supérieur à 1 500 kg	28% 24%
	b autres	24%
18	Autres machines travaillant par enlèvement de la matière: a machines à pointer b machines spéciales composées d'unités autonomes formant un ensemble ou des lignes "transfert", dont le poids total est supérieur à 10 000 kg c autres	24% 24% 24%
C	Autres machines-outils travaillant par déforma- tion de la matière: 1 à commande par fluide sous pression (hydrau- liques, etc.) y compris les presses à filer les métaux 2 autres: a machines automatiques pour la fabrication des emballages métalliques à couvercle soudé, d'une capacité de production supérieure à 100 unités par minute (machines à reborder et machines plieuses de languettes) b autres	24% 24%

LISITE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.45 (suite)		
D	Autres machines-outils:	
1	complexes, pour la fabrication des emballages métalliques:	
a	machines automatiques pour la fabrication de corps d'emballages métalliques à couvercle soudé, d'une capacité de production supérieure à 100 unités par minute	24%
b	autres	24 %
2	machines-outils spéciales (machines à tourillonner, machines à piquer et tailler les limes, machines à fabriquer les tubes flexibles en feuillards spiralés, machines à fabriquer les tubes de couture hélicoïdale)	24%
3	autres	24%
ex 3	- laminoirs pour la fabrication de tubes	24%
84.47	Machines-outils, autres que celles du n° 84.49, pour le travail du bois, du liège, de l'os, de l'ébonite, des matières plastiques artificielles et autres matières dures similaires:	
A	Machines à scier:	
1	à ruban, d'un poids par pièce:	
a	égal ou inférieur à 6 000 kg	20%
b	supérieur à 6 000 kg	20%
2	alternatives, avec cadre pour plusieurs lames	20%
3	autres	20%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.47 (suite)		
B	Machines à raboter, bouverter et moulurer:	
1	machines à dégauchir et planer, d'une largeur utile:	
a	égale ou inférieure à 800 mm	20%
b	supérieure à 800 mm	20%
2	machines à bouverter et moulurer, d'un poids par pièce:	
a	égal ou inférieur à 3 000 kg	20%
b	supérieur à 3 000 kg	20%
3	autres	20%
C	Machines à polir, poncer et meuler:	
1	polisseuses à cylindres d'une largeur utile:	
a	égale ou inférieure à 1 100 mm	20%
b	supérieure à 1 100 mm	20%
2	autres	20%
D	Presses:	
1	hydrauliques	24%
2	autres	20%
E	Autres machines:	
1	à débiter les troncs en planches:	
a	avec cadre pour plusieurs lames	20%
b	autres	20%
2	à écorcer, refendre ou filer le junc, l'osier, le rotin et similaires	20%
3	désintégrateurs	20%
4	copieuses pour la reproduction de sculptures	20%
5	autres	20%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.48	Pièces détachées et accessoires reconnaissables comme étant exclusivement ou principalement destinés aux machines-outils des numéros 84.45 à 84.47 inclus, y compris les porte-pièce et porte-outil, les filières à déclenchement automatique, les dispositifs diviseurs et autres dispositifs spéciaux se montant sur les machines-outils; porte-outil pour outillage à main des numéros 82.04, 84.49 et 85.05:	
B	Autres	24%
ex B	- Plaques universelles	24%
84.49	Outils et machines-outils pneumatiques ou à moteur autre qu'électrique incorporé, pour emploi à la main:	
A	Pistolets de graissage pneumatiques	30%
B	Outils et machines-outils, portatifs, à moteur rotatif uniquement (perceuses, scies, polisseuses, tournevis, etc.)	25%
C	Vibrateurs à béton	30%
D	Autres	28%
E	Parties et pièces détachées	30%
ex 84.50	Machines et appareils aux gaz pour le soudage, le coupage et la trempe superficielle: - Appareils à souder à gaz liquéfié	28%
84.52	Machines à calculer; machines à écrire dites "comptables", caisses enregistreuses, machines à affranchir, à établir les tickets et similaires comportant un dispositif de totalisation:	
B	Machines à calculer: machines permettant d'effectuer les quatre opérations, y compris les machines électriques	24%
2		

LISITE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.52 (suite)		
D	Caisses enregistreuses:	
1	non électriques	24%
2	électriques	24%
E	Autres:	
1	machines à affranchir la correspondance ou à timbrer	20%
84.55	Pièces détachées et accessoires (autres que les coffrets, les housses et similaires) reconnaissables comme étant exclusivement ou principalement destinés aux machines et appareils des numéros 84.51 à 84.54 inclus:	
B	Autres pièces détachées et accessoires	24%
84.58	Appareils de vente automatiques dont le fonctionnement ne repose pas sur l'adresse ou le hasard, tels que distributeurs automatiques de timbres-poste, cigarettes, chocolat, comestibles, etc.	24%
84.59	Machines, appareils et engins mécaniques, non dénommés ni compris dans d'autres positions du présent chapitre:	
A	Pour la production des produits visés au n° 28.51A (deutérium et ses composés)	11%
B	Réacteurs nucléaires	10%
C	Spécialement conçus pour le recyclage des combustibles nucléaires irradiés (frittage d'oxydes métalliques radioactifs, gainage, etc.)	11%
D	Machines spéciales servant à extraire l'huile des graines oléagineuses:	
1	Triturateurs, batteuses, extracteuses et presses	15%
2	Autres	15%

LISITE XIV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.59 (suite)		
E	Machines à enrouler les fils électriques sur les induits, les inducteurs et autres bobinages de moteurs, transformateurs, etc.	14%
F	Machines, même autopropulsées, pour l'épandage des graviers, bétons ou asphalte sur les routes	15%
G	Machines pour la fabrication du fer-blanc par des procédés électromécaniques	15%
H	Machines automatiques à fabriquer les cigares et les cigarettes	15%
I	Presses automatiques et de vulcanisation servant à mouler les enveloppes et chambres à air	15%
J	Machines à galber à vide, pour revêtements en caoutchouc	15%
K	Presses hydrauliques avec plaques chauffantes de plus de 6 m <sup>2</sup> pour la fabrication de panneaux agglomérés	25%
L	Machines spéciales automatiques pour la fabrication d'emballages métalliques à couvercle soudé, d'une capacité de production supérieure à 100 unités par minute (machines à souder les corps d'emballages, machines à recouvrir de soudure les rebords des corps d'emballage et machines à scuder les couvercles)	24%
M	Autres	25%
84.61	Articles de robinetterie et autres organes similaires (y compris les détendeurs et les vannes thermostatiques) pour tuyauteries, chaudières, réservoirs, cuves et autres contenants similaires	36%

LISITE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
84.62	Roulements de tous genres (à billes, à aiguilles, à galets ou à rouleaux de toute forme):	
A	Roulements, d'un poids par pièce:	
1	égal ou inférieur à 5 kg	36%
2	supérieur à 5 kg	24%
B	Parties et pièces détachées	32%
85.01	Machines génératrices, moteurs et convertisseurs rotatifs; transformateurs et convertisseurs statiques (redresseurs, etc.); bobines à réaction et selfs:	
A	Moteurs, compensateurs synchrones, générateurs et convertisseurs rotatifs, d'un poids par pièce:	
1	égal ou inférieur à 500 kg	50%
2	supérieur à 500 kg, mais non supérieur à 10 000 kg	36%
3	supérieur à 10 000 kg, mais non supérieur à 75 000 kg	28%
4	supérieur à 75 000 kg, mais non supérieur à 150 000 kg	20%
5	supérieur à 150 000 kg, d'une puissance:	
a	égale ou inférieure à 75 000 kva	16%
b	supérieure à 75 000 kva	16%
B	Transformateurs et bobines à réaction et selfs:	
1	Transformateurs de mesure	32%
2	Autres, d'un poids par pièce:	
a	égal ou inférieur à 500 kg	36%
b	supérieur à 500 kg, mais non supérieur à 5 000 kg	32%
c	supérieur à 5 000 kg, mais non supérieur à 25 000 kg	28%
d	supérieur à 25 000 kg	20%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
85.01 (suite)		
C	Convertisseurs statiques, y compris les chargeurs d'accumulateurs:	
1	Redresseurs métalliques et leurs éléments, ainsi que redresseurs électrolytiques	28%
2	Redresseurs à lampes	28%
3	Autres	28%
D	Parties et pièces détachées	28%
85.06	Appareils électromécaniques (à moteur incorporé) à usage domestique:	
A	Aspirateurs de poussières et cireuses à parquets	40%
B	Broyeurs et mélangeurs	40%
C	Ventilateurs, y compris les aspirateurs de fumée	40%
D	Autres	40%
E	Parties et pièces détachées	36%
85.11	Fours électriques industriels ou de laboratoires, y compris les appareils pour le traitement thermique des matières par induction ou par pertes diélectriques; machines et appareils électriques à souder, braser ou couper:	
B	Machines et appareils électriques à souder, braser ou couper:	
1	à arc en air libre ou arc submersé et soudure forte:	
ex b	autres: - transformateurs d'arc à souder	28%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
85.12	Chauffe-eau, chauffe-bains et thermoplongeurs électriques; appareils électriques pour le chauffage des locaux et pour autres usages similaires; appareils électrothermiques pour la coiffure (sèche-cheveux, appareils à friser, chauffe-fers à friser, etc.); fers à repasser électriques; appareils électrothermiques pour usages domestiques; résistances chauffantes, autres que celles du n° 85.24:  F Résistances chauffantes: 1 non montées	28%
85.13	Appareils électriques pour la téléphonie et la télégraphie par fil, y compris les appareils de télécommunication par courant porteur:  A Appareils électriques pour la téléphonie: 1 à haute fréquence pour lignes à haute tension 2 appareils téléphoniques antidéflagrants 3 autres, y compris les appareils spéciaux par courant porteur  B Appareils électriques pour la télégraphie: 1 appareils pour l'envoi et la réception de messages, y compris par procédés d'impression et de perforation (télécritteurs, manipulateurs, transmetteurs à touches, appareils à transmission automatique, retransmetteurs à ruban, récepteurs du type Morse, récepteurs acoustiques, récepteurs imprimants); répéteurs de signaux et appareils autocorrecteurs d'erreurs 2 appareils à commutation automatique, y compris ceux pour services "Telex"	24% 24% 27%  24% 24%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
85.15 (suite)		
B (suite)		
3	appareils spéciaux pour l'envoi et la réception du fac-similé (téléphotographie, téléauto-graphie) et pour télécomposition	24%
4	appareils spéciaux de télégraphie par courant porteur (oscillateurs, modulateurs, démodulateurs, amplificateurs d'échelonnement, réseaux de découpage, transmetteurs à alternance)	24%
5	Autres	24%
C	Parties et pièces détachées	24%
85.15	Appareils de transmission et de réception pour la radiotéléphonie et la radiotélégraphie; appareils d'émission et de réception pour la radiodiffusion et appareils de télévision, y compris les récepteurs combinés avec un phonographe et les appareils de prise de vues pour la télévision; appareils de radioguidage, de radiodétection, de radiosondage et de radiotélécommande:	
B	Emetteurs et émetteurs-récepteurs, y compris les récepteurs autres que domestiques, ainsi que leurs éléments auxiliaires et complémentaires:	
1	émetteurs et émetteurs-récepteurs de radiodiffusion:	
a	d'une puissance non supérieure à 20 Kw	36%
b	d'une puissance supérieure à 20 Kw, mais non supérieure à 40 Kw	30%
c	d'une puissance supérieure à 40 Kw, mais non supérieure à 75 Kw	20%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
85.15 (suite)		
B (suite)		
2	émetteurs et émetteurs-récepteurs de télévision ainsi que leurs éléments auxiliaires et complémentaires:	
a	émetteurs, émetteurs-récepteurs, caméras, chaînes de caméras, générateurs d'impulsions, mélangeurs, télécinés, enregistreurs de signal d'image, relais herziens en micro-ondes, antennes, réflecteurs passifs et répéteurs de plus de 50 watts	24%
b	autres	36%
3	autres	36%
E	Parties et pièces détachées, y compris les meubles séparés	40%
85.16	Appareils électriques de signalisation (autres que pour la transmission de messages), de sécurité, de contrôle et de commandes pour voies ferrées et autres voies de communication, y compris les ports et les aérodromes	24%
85.19	Appareillage pour la coupure, le sectionnement, la protection, le branchement ou la connexion des circuits électriques (interrupteurs, commutateurs, relais, coupe-circuits, parafoudres, prises de courant, boîtes de jonction, etc.); résistances non chauffantes, potentiomètres et rhéostats; régulateurs automatiques de tension à commutation par résistance, par inductance, à contacts vibrants ou à moteur; tableaux de commande ou de distribution:	
A	Relais	28%

LISSTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
85.19 (suite)		
B	Appareillage pour la coupure, le sectionnement, la protection, le branchement et la connexion	30%
C	Résistances non chauffantes:	
1	Potentiomètres et rhéostats d'un poids par pièce:	
a	égal ou inférieur à 100 g	36%
b	supérieur à 100 g	24%
2	autres	30%
D	Régulateurs automatiques de tension	36%
E	Tableaux de commande ou de distribution	28%
85.20	Lampes et tubes électriques à incandescence ou à décharge pour l'éclairage ou les rayons ultra-violets ou infrarouges; lampes à arc; lampes à allumage électrique utilisées en photographie pour la production de la lumière éclair:	
A	Ampoules à incandescence, ainsi que leurs parties et pièces détachées:	
1	Du type standard pour l'éclairage:	
a	d'une puissance égale ou inférieure à 100 watts	32%
b	autres	36%
2	Du type utilisé dans les phares d'automobiles et d'autres véhicules	36%
3	Du type miniature	36%
4	Pour appareils de projection, y compris les appareils cinématographiques	32%
5	Parties et pièces détachées	32%
C	Lampes et tubes à décharge électrique, ainsi que leurs parties et pièces détachées	23%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
85.21	Lampes, tubes et valves électroniques (à cathode chaude, à cathode froide ou à photocathode, autres que ceux du n° 85.20), tels que lampes, tubes et valves à vide, à vapeur ou à gaz (y compris les tubes redresseurs à vapeurs de mercure), tubes cathodiques, tubes et valves pour appareils de prise de vues en télévision etc., cellules photoélectriques; diodes, triodes etc., à cristal (transistors, par exemple); cristaux piézo-électriques montés:	
D	Tubes cathodiques	36%
85.23	Fils, tresses, câbles (y compris les câbles coaxiaux), bandes, barres et similaires, isolés pour l'électricité (même laqués ou oxydés anodiquement), munis ou non de pièces de connexion:	
A	à gaine continue, y compris ceux armés de métal	28%
B	autres:	
1	isolés au vernis, à la laque, à l'émail ou aux sels et oxydes métalliques	28%
2	isolés au moyen d'autres matières	28%
85.24	Pièces et objets en charbon ou en graphite, avec ou sans métal, pour usages électriques ou électrotechniques, tels que balais pour machines électriques, carbons pour lampes, piles ou microphones, électrodes pour fours, appareils de soudage ou installations d'électrolyse, etc.	
85.25	Isolateurs en toutes matières:	
A	En verre	24%
B	En matières céramiques, y compris la stéatite: avec ferrures: - isolateurs en porcelaine pour haute tension	
ex 2		36%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
ex 86.09	Parties et pièces détachées de véhicules pour voies ferrées - Régulateurs de timonerie et appareils de freinage à la charge pour freins	20%
87.01	Tracteurs y compris les tracteurs-treuils: A Tracteurs à roues, d'une cylindrée: 1 égale ou inférieure à 4 000 cm <sup>3</sup> 2 supérieure à 4 000 cm <sup>3</sup> B Tracteurs à chenilles, d'une cylindrée: 1 égale ou inférieure à 6 000 cm <sup>3</sup> 2 supérieure à 6 000 cm <sup>3</sup>	35% 30% 28% 24%
87.02	Voitures automobiles à tous moteurs, pour le transport des personnes (y compris les voitures de sport et les trolleybus) ou des marchandises: A Pour le transport des personnes ou mixtes: 1 ne comportant pas plus de 9 sièges, y compris celui du conducteur 2 autres B Pour le transport des marchandises, ainsi que châssis comportant une cabine: 1 spécialement conçues pour le transport des produits à forte radio-activité 3 autres, d'un poids: a inférieur à 2 000 kg b égal ou supérieur à 2 000 kg	68% 64% 64% 68% 64%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
87.04	Châssis de véhicules automobiles repris aux numéros 87.01 à 87.03 inclus, avec moteur:	
A	Pour voitures automobiles des sous-positions 87.02 A 1 et 87.02 B 3 a	68%
B	Autres	64%
87.06	Parties, pièces détachées et accessoires des véhicules automobiles repris aux numéros 87.01 à 87.03 inclus	40%
87.14	Autres véhicules non automobiles et remorques pour tous véhicules; leurs parties et pièces détachées:	
B	Autres:	
2	remorques et semi-remorques	20%
C	Parties et pièces détachées	20%
90.14	Instruments et appareils de géodésie, de topographie, d'arpentage, de nivelllement, de photogrammétrie et d'hydrographie, de navigation (maritime, fluviale ou aérienne), de météorologie, d'hydrologie, de géophysique; boussoles, télémètres:	
B	Instruments et appareils de navigation:	
ex 2	autres instruments et appareils de navigation - lochs de navire	16%
90.16	Instruments de dessin, de traçage et de calcul (pantographes, étuis de mathématiques, règles et cerceaux à calcul, etc.); machines, appareils et instruments de mesure, de vérification et de contrôle, non dénommés ni compris dans d'autres positions du présent chapitre (machines à équilibrer, planimètres, micromètres, calibres, jauge, mètres, etc.); projecteurs de profils:	

LISITE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
90.16 (suite)		
A	Instruments de dessin, de traçage et de calcul:	
ex 3	autres	
	- marbres de mesure	24%
B	Machines, appareils et instruments autres qu'optiques, de mesure de vérification et de contrôle:	
3	micromètres et leurs cales-étalons	
	(min. 200 pts par unité)	
	(max. 3 000 pts par unité)	
4	jeux de jauge ou cales-étalons (types Johanson)	1%
5	autres	24%
C	Machines, appareils et instruments optiques de mesure, de vérification et de contrôle:	
ex 2	autres	
	- comparateurs à cadran	5%
D	Parties et pièces détachées:	
1	parties et pièces détachées pour machines, instruments ou appareils de dessin ou de traçage	
	(min. 400 pts par kg)	16%
2	autres	16%
90.17	Instruments et appareils pour la médecine, la chirurgie, l'art dentaire et l'art vétérinaire, y compris les appareils d'électricité médicale et les appareils pour tests visuels:	
ex A	Appareils électromédicaux:	
	- électrocardiographes	25%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
90.17 (suite)		
B 2	Autres: autres	18%
90.18	Appareils de mécanothérapie et de massage; appareils de psychotechnie, d'ozonothérapie, d'oxygénothérapie, de réanimation, d'aérosolthérapie et autres appareils respiratoires de tous genres (y compris les masques à gaz):  D Appareils d'aérosolthérapie et autres appareils respiratoires:  ex 2 Autres: - appareils de respiration artificielle	
90.20	Appareils à rayons X, même de radiophotographie, et appareils utilisant les radiations de substances radioactives, y compris les tubes générateurs de rayons X, les générateurs de tension, les pupitres de commande, les écrans, les tables, fauteuils et supports similaires d'examen ou de traitement:  A Equipements et appareils à rayons X, y compris ceux pour la radiophotographie, complets, ainsi que leurs accessoires (pupitres de commande, tables, fauteuils etc.) à l'exception des tubes générateurs et des écrans présentés isolément  C Tubes générateurs de rayons X	24%
ex 90.21	Instruments, appareils et modèles conçus pour la démonstration (dans l'enseignement, dans les expositions, etc.), non susceptibles d'autres emplois: - appareils de respiration artificielle pour les démonstrations	25% 36% 20%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
90.22 ex A	Machines et appareils d'essais mécaniques (essais de résistance, de dureté, de traction, de compression, d'élasticité, etc.) des matériaux (métaux, bois, textiles, papier, matières plastiques, etc.):  Machines et appareils pour l'essai des métaux, des bétons et d'autres matières dures  - Microduromètres	32%
90.24	Appareils et instruments pour la mesure, le contrôle ou la régulation des fluides gazeux ou liquides, ou pour le contrôle automatique des températures, tels que manomètres, thermostats, indicateurs de niveau, régulateurs de tirage, débitmètres, compteurs de chaleur, à l'exclusion des appareils et instruments de n° 90.14	32%
90.28 C 3	Instruments et appareils électriques ou électroniques de mesure, de vérification, de contrôle, de régulation ou d'analyse:  Autres:  sondes acoustiques et ultrasoniques	32%
90.29 ex B	Parties, pièces détachées et accessoires reconnaissables comme étant exclusivement ou principalement conçus pour les instruments ou appareils des numéros 90.23, 90.24, 90.26, 90.27 ou 90.28, qu'ils soient susceptibles d'être utilisés sur un seul ou sur plusieurs des instruments ou appareils de ce groupe de positions:  Autres  - parties pour sondes acoustiques	32%

LISTE XLV - ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
94.02	Mobilier médico-chirurgical, tel que tables d'opération, tables d'examen et similaires, lits à mécanisme pour usages cliniques etc.; fauteuils de dentistes et similaires avec dispositif mécanique d'orientation et d'élevation; parties de ces objets:	
A	Tables d'opération et fauteuils pour usages cliniques, avec mécanisme d'élevation et d'orientation	32%
ex C	Parties et pièces détachées - Accessoires pour tables d'opération	32%
97.07	Hameçons et épuisettes pour tous usages; articles pour la pêche à la ligne; appelants, miroirs à alouettes et articles de chasse similaires:	
A	Hameçons	32%

LISTE XLV - ESPAGNEDEUXIEME PARTIETarif préférentielNéant

(1)Les taux indiqués pour les années 1963 et 1964 entreront en vigueur à partir du 8 juin pour chacune de ces années.

(2)Les taux indiqués pour les années 1963 et 1964 entreront en vigueur à partir du 8 juillet pour chacune de ces années.

(3)Les taux indiqués pour l'année 1964 entreront en vigueur à partir du 1er janvier de cette année.

ANNEX XDECLARATION ON PROVISIONAL  
ACCESSION OF SWITZERLAND

SCHEDULES ANNEXED TO THE DECLARATION ON THE PROVISIONAL  
ACCESSION OF THE SWISS CONFEDERATION TO THE GENERAL  
AGREEMENT ON TARIFFS AND TRADE OF 22 NOVEMBER 1958

ANNEXE XDECLARATION CONCERNANT L'ACCESSION  
PROVISORIEN DE LA SUISSE

LISTES ANNEXEES A LA DECLARATION CONCERNANT L'ACCESSION PROVISORIEN DE LA  
CONFEDERATION SUISSE A L'ACCORD GENERAL SUR LES TARIFS DOUANIER  
ET LE COMMERCE, EN DATE DU 22 NOVEMBRE 1958

LISTE DE L'ESPAGNE

Seul le texte français de la présente liste fait foi

PREMIERE PARTIETarif de la nation la plus favorisée

Position du tarif	Désignation des produits	Droit
04.04 ex A	<p>Fromages et caillebotte:</p> <p>Fromages fondus:</p> <ul style="list-style-type: none"> <li>- Fromages fondus d'Emmental, de Gruyère ainsi que d'autres sortes de fromages à pâte dure et à pâte molle, avec ou sans addition d'autres produits laitiers ou d'aliments étrangers au lait tels que épices, jambon, etc. à condition qu'aucun constituant de lait ne soit remplacé par cette addition et que leur prix atteigne un minimum de Ptas 5 500 les 100 kg, net, valeur en douane</li> </ul>	30%
ex B	<p>Fromages à pâte dure et fromages persillés:</p> <ul style="list-style-type: none"> <li>- Fromages à pâte dure, des sortes d'Emmental et de Gruyère, en meules ou en portions préemballées, d'une teneur en graisse minimum de 45% en poids de la matière sèche et d'un prix minimum de Ptas 5 500 les 100 kg, net, valeur en douane</li> </ul>	30%
<u>Remarques sur la subdivision 04.04 ex B</u> <p>a) Fromages en meules: les droits consolidés ne s'étendront aux fromages inscrits à l'annexe B de la Convention internationale sur l'emploi des appellations d'origine et dénominations de fromage, des 1er juin et 18 juillet 1951, donc à l'Emmental et au Gruyère, que si l'origine, le mode de fabrication, la dénomination, etc. de ces fromages sont conformes aux descriptions et caractéristiques déposées en vue de l'inscription de ces fromages à la Convention.</p>		

LISTE DE L'ESPAGNEPREMIERE PARTIE - (suite)

Position du tarif	Désignation des produits	Droit
04.04 (suite) ex B (suite)	b) Fromages en portions: le droit consolidé ne s'étendra aux fromages en portions que si les conditions énoncées ci-dessus pour les fromages en meules sont remplies, et à la condition supplémentaire que chaque emballage porte imprimé la dénomination contractuelle, l'origine et la teneur en matière grasse exprimée en poids de la matière sèche ainsi que le nom de l'emballeur responsable.	
29.04	Alcools amyliques et leurs dérivés halogénés, sulfonés, nitrés, nitrosés:	
A ex 5	Monoalcools: autres monoalcools, ainsi que dérivés halogénés, sulfonés, nitrés, nitrosés et mixtes de ses alcools: - Geraniol, citronellol, linalol, nerol, rhodinol et vetyverol	20%
29.08	Ethers-oxydes, éthers-oxydes-alcools, éther-oxydes-phénols, éthers-oxydes-alcools-phénols, peroxydes d'alcools et peroxydes d'éthers, et leurs dérivés halogénés, sulfonés, nitrés, nitrosés:	
ex F	autres: - Muscambrrette, anéthol, eugénol, iso-eugénol et leurs dérivés, alcool anisique	20%
29.16	Acides-alcools, acides-aldéhydes, acides-céttones, acides-phénols et autres acides à fonctions oxygénées simples ou complexes, leurs anhydrides, halogénures, peroxydes et peracides; leurs dérivés halogénés, sulfonés, nitrés, nitrosés:	
A 6	Acides-alcools: Acide gluconique, ses sels et ses esters	35%

LISTE DE L'ESPAGNEPREMIERE PARTIE (suite)

Position du tarif	Désignation des produits	Droit
29.22	Composés à fonction amine: C Polyamines aromatiques, leurs dérivés halogénés, sulfonés, nitrés, nitrosés et leurs sels: 1 Benzidine, toluidines, phénylène-diamine, tolylène-diamines, diaminostilbène, leurs dérivés halogénés, sulfonés, nitrés, nitrosés et leurs sels	30%
29.23	Composés aminés à fonctions oxygénées simples ou complexes: B Amino-phénols et amino-naphtols, leurs dérivés halogénés, sulfonés, nitrés, nitrosés, leurs sels et leurs esters: 1 Acides H, gamma et isogamma (acide J) D Amino-acides, leurs dérivés halogénés, sulfonés, nitrés, nitrosés, leurs sels et leurs esters: ex 3 Acide paraaminosalicylique, ses sels et ses esters: - Sel calcaire de l'acide para-benzoyl-aminosalicylique 4 autres	30% 24% 20%
29.35	Composés hétérocycliques, y compris les acides nucléiques: G autres	10%
29.36	Sulfamides: ex A Sulfamides chlorés (chloramines) et leurs sels; paraaminobenzène-sulfamide et ses sels; paraaminobenzènesulfoguanidine; paraaminobenzène sulfamidothiazol et ses dérivés (phtalyl, succinyl, formyl); - Para-aminobenzènesulfamide et ses sels	36%

LISTE DE L'ESPAGNEPREMIERE PARTIE (suite)

Position du tarif	Designation des produits	Droit
29.36 (suite)		
ex C	<p>autres:</p> <ul style="list-style-type: none"> <li>- para-aminobenzènesulfamide et et ses dérivés</li> </ul>	20%
29.38	Provิตamines et vitamines (y compris les concentrats), naturelles ou reproduites par synthèse, mélangées ou non entre elles, même en solutions quelconques:	
ex A	<p>Provิตamines et vitamines A, D2, PP et B 12 y compris les concentrats, mélangées ou non entre elles, même en solutions quelconques, et les mélanges à base de ces vitamines avec celles de la sous-position B:</p> <ul style="list-style-type: none"> <li>- reproduites par synthèse</li> </ul>	20%
29.42	Alcaloïdes végétaux, naturels ou reproduits par synthèse, leurs sels, leurs éthers, leurs esters et autres dérivés:	
G	autres	5%
30.03	Médicaments pour la médecine humaine ou vétérinaire:	
A	conditionnés pour la vente au détail:	
2	autres	25%
B	en vrac ou autrement conditionnées:	
2	autres	25%

LISTE DE L'ESPAGNEPREMIERE PARTIE (suite)

Position du tarif	Désignation des produits	Droit
32.05	Matières colorantes organiques synthétiques; produits organiques synthétiques du genre de ceux utilisés comme luminophores; produits des types dits agents de blanchiment optique fixables sur fibre; indigo naturel:	
A	Matières colorantes organiques synthétiques et produits organiques synthétiques du genre de ceux utilisés comme "luminophores"	100 ptas par kg
B	Agents de blanchiment optique fixables sur fibre	100 ptas par kg
34.02	Produits organiques tensio-actifs; préparations tensio-actives et préparations pour lessives contenant ou non du savon:	
A	Produits organiques tensio-actifs: sans ions actifs	40%
3		
39.01	Produits de condensation, de poly-condensation et de poly-addition, modifiés ou non, polymérisés ou non, linéaires ou non (phénooplastes, aminoplastes, alkydes, polyesters allyliques et autres polyesters non saturés, silicones, etc.):	
B	Aminoplastes	<u>36</u> <u>1963</u> <u>33%</u> <u>1964 *</u>
39.02	Produits de polymérisation et copolymérisation (polyéthylènes, polytétrahaloéthylènes, polyisobutylène, polystyrène, chlorure de polyvinyle, acétate de polyvinyle, chloracétate de polyvinyle et autres dérivés polyvinyliques, dérivés polyacryliques et polyméthaacryliques, résines de coumarone-indène, etc.):	

LISTE DE L'ESPAGNEPREMIERE PARTIE (suite)

Position du tarif	Désignation des produits	Droit
39.02 (suite)		
ex G	Copolymères vinyliques, y compris les copolymères acryliques: - Dispersions acqueuses, utilisées comme produits auxiliaires pour l'industrie textile, l'industrie du papier et l'industrie du cuir ou les industries similaires	<u>46</u> <u>47%</u> <u>1963</u> <u>1964*)</u>
ex I	Polyacrylates, polyméthacrylates et leurs dérivés: - Dispersions acqueuses, utilisées comme produits auxiliaires pour l'industrie textile et l'industrie du cuir	<u>56</u> <u>53%</u> <u>1963</u> <u>1964*)</u>
46.01	Tresses et articles similaires en matières à tresser, pour tous usages, même assemblés en bandes:	
B	autres	25%
50.09	Tissus de soie ou de bourre de soie (schappe):	
B	blanchis ou teints	30%
C	imprimés, gaufrés ou ayant subi toute opération postérieure à la teinture	32%
51.02	Monofil, lames et formes similaires (paille artificielle) et imitations de catgut, en matières textiles synthétiques et artificielles:	
ex B	en rayonne viscose et en rayonne cupro-ammoniacale (cupra): - en rayonne viscose	20%

LISTE DE L'ESPAGNEPREMIERE PARTIE (suite)

Position du tarif	Désignation des produits	Droit
55.09	Autres tissus de coton: unis ou croisés: 1      écrus, blanchis ou teints en pièces, d'un poids: c      égal ou inférieur à 80 g par m <sup>2</sup>	36%
58.10	Broderies en pièces, en bandes ou en motifs A      à fond visible B      autres	32% 32%
59.17	Tissus et articles pour usages techniques en matières textiles: B      Gazes et toiles à bluter: 1      en soie 2      en autres matières textiles	19% 27%
84.05	Machines à vapeur d'eau ou autres vapeurs, séparées de leurs chaudières: B      Turbines à vapeur	24%
84.07	Roues hydrauliques, turbines et autres ma- chines motrices hydrauliques, y compris leurs régulateurs: B      Parties et pièces détachées: 1      Rotors d'un poids par pièce: a      égal ou inférieur à 2 500 kg b      supérieur à 2 500 kg	24% 24%
84.11	Pompes, moto-pompes et turbo-pompes à air et à vide; compresseurs, moto-compresseurs et turbo-compresseurs d'air et d'autres gaz; générateurs à pistons libres; ventila- teurs et similaires: D      Moto-pompes et moto-compresseurs: 1      Turbo-pompes et turbo-compresseurs	24%

LISTE DE L'ESPAGNEPREMIERE PARTIE (suite)

Position du tarif	Désignation des produits	Droit
84.36	Machines et appareils pour le filage (ex-trusion) des matières textiles synthétiques et artificielles; machines et appareils pour la préparation des matières textiles; machines et métiers pour la filature et le retordage; machines à bobiner (y compris les canetières), mouliner et dévider:  D                   Machines à bobiner, pelotonner, mouliner, dévider et similaires, y compris les canetières	
84.37	Métiers à tisser, à bonneterie, à tulle, à dentelle, à broderie, à passementerie et à filet; appareils et machines préparatoires pour le tissage, la bonneterie, etc. (ourdissoirs, encolleuses, etc.):  A                   Métiers à tisser, de toutes sortes, y compris les métiers à rubans E                   Appareils et machines préparatoires pour le tissage, la bonneterie, etc.: 1                   Ourdissoirs 2                   Encolleuses	24% 28% 24% 28%
84.38	Machines et appareils auxiliaires pour les machines du n° 84.37 (ratières, mécaniques Jacquard, casse-chaînes et casse-trames, mécanismes de changement de navettes, etc.); pièces détachées et accessoires reconnaissables comme étant exclusivement ou principalement destinés aux machines et appareils de la présente position et à ceux des n° 84.36 et 84.37 (broches, ailettes, garnitures de cardes, peignes, barettes, filières navettes, lisses et lames, aiguilles, plates, crochets, etc.):  A                   Machines et appareils auxiliaires pour les machines du n° 84.37:	

LISTE DE L'ESPAGNEPREMIERE PARTIE (suite)

Position du tarif	Désignation des produits	Droit
84.38 (suite) A (suite) ex 1	Mécaniques Jacquard; ratières et autres mécaniques d'armures, y compris les dispositifs remplaçant les mécaniques d'armures, ainsi que les machines à perforer, reperforer et coudre les cartons: - Mécaniques Jacquard et ratières	28%
85.01  A  ex 2	Machines génératrices, moteurs et convertisseurs rotatifs; transformateurs et convertisseurs statiques (redresseurs, etc.); bobines à réaction et selfs:  Moteurs, compensateurs synchrones, générateurs et convertisseurs rotatifs, d'un poids par pièce: supérieur à 500 kg, mais non supérieur à 10 000 kg: - Générateurs d'un poids unitaire de 5 000 à 10 000 kg	36%
ex 3	supérieur à 10 000 kg, mais non supérieur à 75 000 kg: - Générateurs d'un poids unitaire de 10 000 à 75 000 kg	28%
B  ex 1  2  ex b	Transformateurs et bobines à réaction et selfs:  Transformateurs de mesure: - Transformateurs d'intensité autres d'un poids par pièce: supérieur à 500 kg, mais non supérieur à 5 000 kg: - Transformateurs d'un poids unitaire de 2 000 à 5 000 kg	32%

LISTE DE L'ESPAGNEPREMIERE PARTIE (suite)

Position du tarif	Désignation des produits	Droit
85.01 (suite) B (suite) ex c	supérieur à 5 000 kg, mais non supérieur à 25 000 kg: - Transformateurs d'un poids unitaire de 5 000 à 20 000 kg	28%
ex D	Parties et pièces détachées: - Parties et pièces détachées pour génératrices et transformateurs	28%
ex 87.06	Parties, pièces détachées et accessoires des véhicules automobiles repris aux n° 87.01 à 87.03 inclus: - Segments	45%
91.01	Montres de poche, montres-bracelets et similaires (y compris les compteurs de temps des mêmes types): A      avec boîte en or ou en platine, même avec pierres gemmes B      autres, même avec boîte en argent ou en plaqués ou doublés de métaux précieux	12% 9%
91.11 ex B	Autres fournitures d'horlogerie: autres: - destinées au rhabillage *) Les taux indiqués à partir de l'année 1963 et ceux à partir de 1964 entrent en vigueur le 8 juin de chacune de ces années.	36%

LISTE DE L'ESPAGNEDEUXIEME PARTIETarif préférentiel

Néant

LISTE DE LA CONFÉDÉRATION SUISSE

Seul le texte français de la présente liste fait foi

PREMIÈRE PARTIETarif de la nation la plus favorisée

Position du tarif	Désignation des produits	Droit
ex 2205.40/50	<p>Les spécialités de vins et vins doux Malaga, Xérès, Panadés Malvasia, Panadés Muscat, Valencia Malvasia et Valencia Muscat, titrant moins de 20 pour cent du volume d'alcool, sont admises aux mêmes conditions que les spécialités de vins et vins doux de n'importe quel autre pays.</p> <p>L'admission de ces vins au traitement de la nation la plus favorisée est subordonnée aux conditions à déterminer par les autorités compétentes.</p>	

DEUXIÈME PARTIETarif préférentiel

N é a n t

I hereby certify that the foregoing text is a true copy of the Protocol for the Accession of Spain to the General Agreement on Tariffs and Trade, done at Geneva on 1 July 1963, the original of which is deposited with the Executive Secretary of the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Protocole d'accession de l'Espagne à l'Accord général sur les tarifs douaniers et le commerce, établi à Genève le 1<sup>er</sup> juillet 1963, dont le texte original est déposé auprès du Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.



E. WYNDHAM WHITE

*Executive Secretary*  
*Geneva*

*Secrétaire exécutif*  
*Genève*

*GATT Translation of French Text Schedules*

ANNEX D

SCHEDULE OF TARIFF CONCESSIONS OF SPAIN

SCHEDULE XLV - SPAIN

This schedule is authentic only in the French language

PART IMost-Favoured-Nation Tariff

Tariff Item Number	Description of products	Rate of duty
01.01	Live horses, asses, mules and hinnies:	
C	Mules:	
2	Fully-grown	25%
02.01	Meat and edible offals of the animals falling within heading Nos. 01.01, 01.02, 01.03 or 01.04, fresh, chilled or frozen:	
B	Offals:	
1	Fresh or chilled	10%
2	Frozen	15%
02.02	Dead poultry (that is to say, fowls, ducks, geese, turkeys and guinea fowls) and edible offals thereof (except liver), fresh, chilled or frozen	20%
02.06	Meat and edible meat offals (except poultry liver), salted, in brine, dried or smoked:	
ex B	Other: - loin pork	20%
03.02	Fish, salted, in brine, dried or smoked:	
A	Cod	15%
04.02	Milk and cream, preserved, concentrated or sweetened:	
A	Unsweetened:	
1	Undenatured:	
a	In powder or in other solid form	35%
04.04	Cheese and curd:	
A	Processed cheese	45%
B	Hard cheese and blue-veined cheese	45%
ex C	Other cheese, including curd:	
	Other	45%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
04.05	Birds' eggs and egg yolks, fresh, chilled, dried or otherwise preserved, sweetened or not:	
B	Eggs in shell	20%
05.04	Guts, bladders and stomachs of animals (other than fish), whole and pieces thereof:	
A	Guts:	
2	In brine	12%
07.01	Vegetables, fresh or chilled:	
A	Potatoes:	
1	Seed potatoes:	
a	Of superior quality	10%
b	Other	18%
2	For consumption	22%
07.05	Dried leguminous vegetables, shelled, whether or not skinned or split:	
B	Other:	
2	Beans	14%
09.02	Tea	20%
10.03	Barley:	
B	Other	20%
10.05	Maize:	
B	Other	20%
10.07	Buckwheat, millet, canary seed and grain sorghum; other cereals:	
B	Grain sorghum:	
ex 2	Other: - grain sorghum	20%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
12.01	Oilseeds and oleaginous fruit, whole or broken:	
B	Other oilseeds and oleaginous fruit:	
3	Soya beans	5%
4	Sesamum, sunflower and safflower seeds	5%
7	Linseed	15%
8	Castor oil seeds	5%
15.02	Unrendered fats of bovine cattle, sheep or goats; tallow (including " <u>premier jus</u> ") produced from those fats:	
A	" <u>Premier jus</u> "	12%
B	Other	1.5%
15.03	Lard stearin, oleostearin and tallow stearin; lard oil, oleo-oil and tallow oil, not emulsified or mixed or prepared in any way:	
ex B	Other: - stearin	1%
15.04	Fats and oils, of fish and marine mammals, whether or not refined:	
ex B	Refined, not further processed than irradiated or vitaminized:  Medicinal oils	6%
15.06	Other animal oils and fats (including neat's-foot oil and fats from bones or waste):	
A	Neat's-foot oil and the like	Free
B	Other	Free
15.07	Fixed vegetable oils, fluid or solid, crude, refined or purified:	
B	Solid oils: Palm-nut oil	14%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
15.10	Fatty acids; acid oils from refining; fatty alcohols:	
ex A	Fatty acids and acid oils from refining: Fatty acids	15%
15.17	Residues resulting from the treatment of fatty substances or animal or vegetable waxes:	
ex B	Other (stearin pitch, residues from the distillation of wool grease, glycerol pitch, etc.): - stearin residues	Free
16.01	Sausages and the like, of meat, meat offal or animal blood	20%
16.02	Other prepared or preserved meat or meat offal	20%
22.09	Spirits (other than those of heading No.22.08); liqueurs and other spirituous beverages; compound alcoholic preparations (known as "concentrated extracts") for the manufacture of beverages:	
B	Spirits, liqueurs and other spirituous beverages:	
2	Whisky and the like	litre 40 P
ex 2	Bourbon-type whisky	litre 40 P
4	Gin	litre 40 p
23.01	Flours and meals, of meat, offals, fish, crustaceans or molluscs, unfit for human consumption; greaves:	
B	Flours and meals of fish	5%
25.08	Chalk:	
A	Ground or powdered	3%
25.24	Asbestos	Free

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
ex 25.27	Natural steatite, including natural steatite not further worked than roughly split, roughly squared or squared by sawing; talc: Powdered talc	5%
25.32	Mineral substances not elsewhere specified or included; broken pottery:	
ex B	Other: - powdered calcite	3%
26.01	Metallic ores and concentrates and roasted iron pyrites:	
B	Manganese ores, including manganeseiferous iron ores containing 20 per cent or more of manganese	8%
27.01	Coal briquettes, ovoids and similar solid fuels manufactured from coal:	
A	Coal the duty in pesetas not to be less than, 100 kgs.	19%
C	Briquettes, ovoids and similar solid fuels manufactured from coal	20%
ex 27.06	Tar distilled from coal, from lignite or from peat, and other mineral tars, including partially distilled tars and blends of pitch with creosote oils or other coal tar distillation products:	
	Creosote	5%
27.08	Pitch and pitch coke, obtained from coal tar or from other mineral tars:	
A	Pitch coke	5%
B	Other	Free

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
ex 28.03	Carbon, including carbon black, anthracene black, acetylene black and lamp black:	
	Lamp black	5%
	the duty in pesetas not to be less than, 100 kgs.	200
28.04	Hydrogen, rare gases and other metalloids and non-metals:	
C	Other metalloids and non-metals:	
ex 2	Selenium and tellurium:	
	Selenium	5%
ex 5	Arsenic and boron:	
	Arsenic	3%
28.17	Sodium hydroxide (caustic soda); potassium hydroxide (caustic potash); peroxides of sodium or potassium:	
A	Sodium hydroxide (caustic soda)	20%
B	Potassium hydroxide (caustic potash)	25%
28.38	Sulphates (including alums) and persulphates:	
A	Sulphates:	
ex 7	Of nickel; ammonium nickel sulphate:	
	Nickel sulphate	10%
28.43	Cyanides and complex cyanides:	
A	Cyanides:	
1	Of sodium and of potassium	30%
29.04	Acylic alcohols and their halogenated, sulphonated, nitrated or nitrosated derivatives:	
B	Polyhydric alcohols:	
ex 2	Other polyhydric alcohols and their halogenated, sulphonated, nitrated or nitrosated derivatives, and mixtures of such alcohols:	
	Trimethylpropane	18%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
29.39	Hormones, natural or reproduced by synthesis	3%
31.02	Mineral or chemical fertilizers, nitrogenous:	
C	Calcium nitrate containing not more than 16 per cent of nitrogen and calcium nitrate-magnesium nitrate, whether or not pure	10%
ex C	Calcium nitrate	10%
D	Ammonium nitrate	10%
E	Ammonium sulphate	10%
H	Urea containing not more than 45 per cent of nitrogen	15%
I	Mixtures of ammonium nitrate with chalk, gypsum or other organic non-fertilizing substances	15%
31.03	Mineral or chemical fertilizers, phosphatic:	
A	Basic slag	13%
32.08	Prepared pigments, prepared opacifiers and prepared colours, vitrifiable enamels and glazes, liquid lustres and similar products, of the kind used in the ceramic, enamelling and glass industries; engobes (slips); glass frit and other glass, in the form of powder, granules or flakes:	
B	Vitrifiable enamels and glazes, glass frit and other glass, in the form of powder, granules or flakes	28%
32.04	Colouring matter of vegetable origin (including dye-wood extract and other vegetable dyeing extracts, but excluding indigo) of animal origin:	
A	Colouring matter of vegetable origin (excluding indigo)	15%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
32.09	Varnishes and lacquers; distempers; prepared water pigments of the kind used for finishing leather; other paints and enamels; pigments in linseed oil, white spirit, spirits of turpentine, varnish or other paint or enamel media; stamping foils; dyes in forms or packings of a kind sold by retail:	
A	Spirit varnish	32%
D	Other varnishes, paints, pigments and similar preparations	36%
33.01	Essential oils (terpeneless or not); concretes and absolutes; resinoids:	
A	Essential oils, not terpeneless:	
1	Of lavender, lavandin or mint	12%
ex 1	Of mint	10%
2	Of orange flower (neroli), basil, aniseed, fennel, lime, mandarin (tangerine), myrtle, bitter orange, sweet orange, niaouli, petitgrain, melissa and verbena	
5	Other	7% 5%
33.06	Perfumery, cosmetics and toilet preparations	32%
35.03	Gelatin (including gelatin in rectangles, whether or not coloured or surface-worked) and gelatin derivatives; glues derived from bones, hides, nerves, tendons or from similar products, and fish glues; isinglass:	
A	Purified gelatin with a melting point of more than 28°C	20%
B	Other gelatin, and gelatin derivatives; glues and isinglass	32%
37.01	Plates, sensitized, unexposed of glass or other materials (including film in the flat):	
A	Of glass	36%
B	Of other materials:	
1	Sensitized on both sides (2)	59% 1963 1964 56%
2	Sensitized on one side only (2)	52% 1963 1964 46%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
37.02	Film in rolls, sensitized, unexposed, perforated or not:	
A	Unperforated:	
1	For black and white photographs	50%
2	For colour photographs, negative	40%
3	For colour photographs, reversible	40%
B	Perforated, for black and white photographs:	
1	Negatives, in rolls, more than 30 metres in length	40%
2	Negatives, in rolls, less than 30 metres in length	45%
3	Positives	50%
4	Counterparts ("duplicating")	25%
5	Reversible	27%
C	Perforated, for colour photographs:	
1	Negatives, in rolls, more than 30 metres in length	36%
2	Negatives, in rolls, 30 metres or less in length	40%
3	Positives and intermediate negatives; reversible	45%
37.03	Sensitized paper, paperboard and cloth, unexposed or exposed but not developed:	
A	For black and white photographs	50%
B	For colour photographs	54%
37.04	Sensitized plates and films, exposed but not developed, negative or positive:	
A	Photographic plates and film	10%
B	Cinematograph films:	
1	Newsreels	Free
2	Other	kg. 180 P
37.05	Plates, unperforated film and perforated film (other than cinematograph film), exposed and developed, negative or positive	18%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
37.06	Cinematograph film, exposed and developed, consisting only of sound track, negative or positive	metre 1 P
37.07	Other cinematograph film, exposed and developed, whether or not incorporating sound track, negative or positive:	
A	Less than 35 mm. in width	metre 1 P
B	35 mm. and more in width:	
1	Black and white:	
a	Negatives, counterparts, lavender prints, or other, for copying purposes	metre 12 P
b	Positive	metre 1.5 P
2	Colour:	
a	Negatives, intermediate negatives or intermediate positives	metre 22 P
b	Positives	metre 3 P
3	Newsreels and documentary films, negative or positive, black and white or in colour	metre 1 P
37.08	Chemical products and flash light materials, of a kind and in a form suitable for use in photography:	
A	Emulsions sensitive to light or other radiations	32%
B	Other	25%
38.11	Disinfectants, insecticides, fungicides, weed-killers, anti-sprouting products, rat poisons and similar products, put up in forms or packings for sale by retail or as preparations or as articles (for example, sulphur-treated bands, wicks and candles, fly-papers):	
A	In forms of packings weighing up to 5 kgs. net	20%
B	Other	18%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
38.19	Chemical products and preparations of the chemical or allied industries (including those consisting of mixtures of natural products), not elsewhere specified or included; residual products of the chemical or allied industries, not elsewhere specified or included:	
E	Other	22%
39.01	Condensation, polycondensation and polyaddition products, whether or not modified or polymerized, and whether or not linear (for example, phenoplasts, aminoplasts, alkyds, polyallyl esters and other unsaturated polyesters, silicones):	
A	Phenoplasts and furan resins (1)	<u>36%</u> <u>33%</u> 1963    1964
C	Alkyds	32%
D	Polyurethanes	40%
ex F	Other:	
	- ion-exchangers	15%
	- polyesters, other than alkyd polyesters	20%
	- silicones	20%
	- other	18%
39.02	Polymerization and copolymerization products (for example, polyethylene, polytetrahaloethylene, polyisobutylene, polystyrene, polyvinyl chloride, polyvinyl acetate, polyvinyl chloroacetate and other polyvinyl derivatives, polyacrylic and polymethacrylic derivatives, coumaroneindene resins):	
A	Polyethylene	25%
C	Polymerization styrene products and their derivatives	27%
E	Polyvinyl chloride	32%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
39.03	Regenerated cellulose; cellulose nitrate, cellulose acetate and other cellulose esters, cellulose ethers and other chemical derivatives of cellulose, plasticized or not (for example, collodions, celluloid); vulcanized fibre:	
B	Cellulose esters and plastic materials based thereon:	
1	Celluloid	25%
2	Cellulose acetate, with an acetylation index exceeding 60 per cent in powder or granule form, without plasticizers	25%
ex 39.06	Other high polymers, artificial resins and artificial plastic materials, including alginic acid, its salts and esters; linoxyn:	
	Dextran	20%
39.07	Articles of materials of the kinds described in heading Nos. 39.01 to 39.06:	
B	Other:	
ex 3	Other: - fishing net floats (1)	<u>56%</u> <u>53%</u> <u>1963</u> <u>1964</u>
40.01	Natural rubber, balata, gutta-percha and similar natural gums, raw (including latex, whether or not stabilized):	
A	Natural rubber:	
1	Latex, liquid or in powder	Free
2	Smoked sheets and crepe in balls	Free
3	Crepe sheets for the manufacture of soles	5%
4	Other	Free
B	Balata, gutta-percha and similar natural gums	10%
40.02	Synthetic rubbers, including synthetic latex, whether or not stabilized; factice derived from oils:	
B	Synthetic rubbers	Free

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
40.04	Waste, parings and powder, of unhardened rubber; scrap of unhardened rubber, fit only for the recovery of rubber:	
A	Tyres, outer casings, inner tubes and air-bags, no longer fit for use as such	12%
	the duty in pesetas not be less than, 100 kgs.	70
B	Articles specified in sub-heading A, crushed; waste, parings and powder of unhardened rubber; scrap of unhardened rubber, fit only for the recovery of rubber	Free
40.08	Plates, sheets, strip, rods and profile shapes, of unhardened vulcanized rubber:	
ex A	Plates, sheets and strip: Sheets of vulcanized rubber, less than 5cm. in width	27%
40.09	Piping and tubing, of unhardened vulcanized rubber:	
A	Not combined with other materials	25%
B	Combined with textile materials, metal or other materials	32%
C	Articles falling within sub-headings A and B, reinforced with metal	32%
D	Articles falling with sub-headings A, B and C fitted at their ends with connections	32%
40.11	Rubber tyres, tyre cases, inner tubes and tyre flaps, for wheels of all kinds:	
A	Solid or cushion tyres	20%
C	Pneumatic tyres, including tubeless tyres:	
1	For aircraft	32%
2	Other, including reinforced cycle tyres and flaps, weighing each:	

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
40.11 (cont'd)		
a	More than 70 kgs.	32%
b	More than 15 but not more than 70 kgs.	32%
c	More than 2 but not more than 15 kgs.	30%
d	Two kgs. or less	32%
41.01	Raw hides and skins (fresh, salted, dried, pickled or limed), whether or not split, including sheepskins in the wool:	
A	Hides and skins, fresh, salted or dried:	
1	Of oxen, cows, bulls and buffaloes:	
a	Fresh-salted, whole	8%
b	Butts, fresh-salted	8%
c	Shoulders, bellies and pieces, fresh-salted	8%
d	Dry-salted	8%
e	Salted	8%
2	Calfskins:	
a	Fresh-salted, weighing not more than 16 kgs. each	8%
b	Dry-salted, weighing not more than 12 kgs. each	8%
c	Dried, weighing not more than 8 kgs. each	8%
3	Of equidae:	
a	Fresh-salted	4%
b	Dry-salted	4%
c	Dried	4%
4	Sheep and lamb skins:	
a	Fresh-salted, weighing more than 30 kgs. per doz.	8%
b	Fresh-salted, weighing not more than 30 kgs. per doz.	8%
c	Dry-salted, weighing more than 22 kgs. per doz.	8%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
41.01 (cont'd)		
d	Dry-salted, weighing not more than 22 kgs. per doz.	8%
e	Dried, weighing more than 14 kgs. per doz.	8%
f	Dried, weighing not more than 14 kgs. per doz.	8%
5	Goat and kid skins:	
a	Fresh-salted, weighing more than 75 kgs. per hundred	8%
b	Fresh-salted, weighing more than 50 but not more than 75 kgs. per hundred	8%
c	Fresh-salted, weighing not more than 50 kgs. per hundred	8%
d	Dry-salted, weighing more than 62.5 kgs. per hundred	8%
e	Dry-salted, weighing more than 42 but not more than 62.5 kgs. per hundred	8%
f	Dry-salted, weighing not more than 42 kgs. per hundred	8%
g	Dried, weighing more than 50 kgs. per hundred	8%
h	Dried, weighing more than 34 but not more than 50 kgs. per hundred	8%
i	Dried, weighing not more than 34 kgs. per hundred	8%
6	Other:	
a	Pigskins	8%
b	Skins of reptiles, batrachia, fish and marine mammals	4%
c	Other hides and skins (antelope, dog, bird, etc.)	4%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
<b>41.01 (cont'd)</b>		
B	Hides and skins, limed or pickled, of the following animals:	
1	Bovines (including buffalo) and equines	8%
2	Sheep and lambs (including dried cuirots)	8%
3	Goats and kids (including dried cuirots)	8%
4	Pigs	8%
5	Reptiles, batrachia, fish and marine mammals	4%
6	Other	4%
41.08	Patent leather and imitation patent leather; metallized leather:	
A	Of equines and bovines (including buffalo):	
ex 1	Weighing more than 16 kgs. per doz. whole skins: - patent leather	16%
ex 2	Weighing not more than 16 kgs. per doz. whole skins: - patent leather	14%
44.03	Wood in the rough, whether or not stripped of its bark or merely roughed down:	
E	Other	20%
44.05	Wood sawn lengthwise, sliced or peeled, but not further prepared, of a thickness exceeding 5 mm.:	
A	Wood, other than tropical wood, sawn into beams, planks and boards of a thickness of more than 30 mm., other than wood falling within sub-headings D and E	5%
ex A	Wood sawn into boards of a thickness of more than 30 mm., of the Southern pine and Douglas fir species	5%
B	Boards of a thickness not exceeding 30 mm., and small boards used for the manufacture of packaging, of wood of all other sorts than oak and chestnut (1)	<u>13%</u> <u>10%</u> <u>1963</u> <u>1964</u>
ex B	Wood sawn into boards of a thickness of not more than 30 mm., of the Southern pine or Douglas fir species (1)	<u>13%</u> <u>10%</u> <u>1963</u> <u>1964</u>

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
44.08	Riven staves of wood, not further prepared than sawn on one principal surface; sawn staves of wood, of which at least one principal surface has been cylindrically sawn, not further prepared than sawn:	
A	Of oak	Free
44.13	Wood (including blocks, strips and friezes for parquet or wood block flooring, not assembled), planed, tongued, grooved, rebated, chamfered, V-joined, centre V-jointed, beaded, centre-beaded or the like, but not further manufactured	18%
44.15	Plywood, blockboard, laminboard, battenboard and veneered panels, whether or not containing any material other than wood; inlaid wood and wood marquetry	25%
44.21	Complete wooden packing cases, boxes, crates, drums and similar packings imported assembled, unassembled or partly assembled (1)	<del>16%</del> <del>14%</del> 1963 1964
ex 44.28	Other articles of wood: - Rollers for spring blinds	20%
47.02	Waste paper and paperboard; scrap articles of paper or of paperboard, fit only for use in paper-making:	
A	Waste paper and paperboard	kg. 0.70 P.
B	Scrap articles of paper or of paperboard, fit only for use in paper-making	kg. 0.70 P.

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
48.01	Paper and paperboard (including cellulose wadding), machine-made, in rolls or sheets:	
C	Kraft-paper and paperboard:	
3	For use as a base in the manufacture of abrasive paper and paperboard	5%
51.01	Yarn of man-made fibres (continuous), not put up for retail sale:	
A	Of synthetic fibres (continuous):	
1	Single, not thrown or with a twist of less than 35 turns per metre (1)	<u>24%</u> 1963 <u>22%</u> 1964
53.02	Other animal hair (fine or coarse), not carded or combed:	
A	Fine:	
ex 1	Of alpaca, llama, vicuna, yak, camel or Angora, Tibetan, Kashmir and similar goats:	
	Angora	5%
53.05	Sheep's or lambs' wool or other animal hair (fine or coarse), carded or combed:	
A	Sheep's or lambs' wool, carded or combed:	
1	Undyed	22%
53.11	Woven fabrics of sheep's or lambs' wool or of fine animal hair:	

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
53.11 (cont'd)		
A	Containing 85 per cent or more by weight of such materials, weighing per square metre:	
1	Not more than 250 grams	36%
2	More than 250 but not more than 400 grams	35%
3	More than 400 grams	33%
B	Containing less than 85 per cent by weight of such materials, weighing per square metre:	
2	More than 250 but not more than 400 grams	38%
3	More than 400 grams	33%
55.06	Cotton, yarn, put up for retail sale:	
A	Higher than TEX 42 (up to No. 14, inclusive, English count)	28%
B	From TEX 16 inclusive to TEX 42 inclusive (from No. 15 inclusive to No. 36 inclusive, English count)	28%
C	Lower than TEX 16 (No. 37 and higher English count)	30%
ex 57.08	Paper yarn: - Paper twine	24%
ex 59.03	Bonded fibre fabrics and articles of bonded fibre fabrics, whether or not impregnated or coated: - Bonded fibre fabrics	32%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
59.17	Textile fabrics and textile articles, of a kind commonly used in machinery or plant:	
B	Bolting cloth:	
1	Of silk	19%
2	Of other textile materials	27%
D	Woven textile felts, whether or not impregnated or coated, of a kind commonly used in paper-making or other machinery, and answering the description given in the fourth paragraph of Note 5a to this Chapter	32%
63.02	Used or new rags, scrap twine, cordage, rope and cables and worn out articles of twine, cordage, rope or cables	3%
68.07	Slag wool, rock wool and similar mineral wools; ex-foliated vermiculite, expanded clays, foamed slag and similar expanded mineral materials; mixtures and articles of heat-insulating, sound-insulating or sound-absorbing mineral materials, other than those falling in heading No.68.12 or 68.13, or in Chapter 69:	
ex A	Slag wool, rock wool and similar mineral wools, expanded: - Rock wool	18%
68.13	Fabricated asbestos and articles thereof (for example, asbestos board, thread and fabric; asbestos clothing, asbestos jointing), reinforced or not, other than goods falling within heading No. 68.14; mixtures with a basis of asbestos and mixtures with a basis of asbestos and magnesium carbonate, and articles of such mixtures:	

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
68.13 (cont'd)		
A	Mixtures with a basis of asbestos and mixtures with a basis of asbestos and magnesium carbonate, and articles of such mixtures	22%
B	Fabricated asbestos and articles thereof (for example, asbestos board, thread and fabric; asbestos clothing, asbestos jointing), reinforced or not, other than goods falling within heading No.68.14	32%
68.16	Articles of stone or other mineral substances (including articles of peat), not elsewhere specified or included:	
ex A	Refractory articles, chemically agglomerated but unfired: - Unfired magnesite bricks	15%
ex C	Other: - Coated magnesite bricks Peat seedling pots ("Jiffy-pots")	17% 16%
69.02	Refractory bricks, blocks, tiles and similar refractory constructional goods, other than goods falling within heading No.69.01:	
B	Aluminous and silico-aluminous	15%
ex C	Other: - Bricks of calcined magnesite Siliceous bricks (also known as "dinas stone")	20% 20%
69.03	Other refractory goods (for example, retorts, crucibles, muffles, nozzles, plugs, supports, cupels, tubes, pipes, sheaths and rods), other than goods falling within heading No.69.01:	
ex C	Other: - Other magnesite products Graphite crucibles	20% 20%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
69.10	Sinks, wash basins, bidets, water closet pans, urinals, baths and like sanitary fittings: ex C Of porcelain: Sanitary ware	20%
70.04	Unworked cast or rolled glass (including flashed or wired glass), whether figured or not, in rectangles:	
A	Unwired plane printed glass; flashed glass	27%
B	Wired plane printed glass	27%
C	Unwired corrugated printed glass	27%
D	Wired corrugated printed glass	27%
E	Plates and slabs, unworked	27%
70.05	Unworked drawn or blown glass (including flashed glass), in rectangles:	
A	Natural coloured glass of a thickness: 1 Of less than 3.5 mm. 2 Of 3.5 mm. or more	27% 32%
B	Coloured or flashed glass	20%
70.07	Cast, rolled, drawn or blown glass (including flashed or wired glass) cut to shape other than rectangular shape, or bent or otherwise worked (for example, edge worked or engraved), whether or not surface ground or polished; multiple-walled insulating glass; leaded lights and the like:	
C	Multiple-walled insulating glass (1)	46% 1963 44% 1964

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty	
70.13	Glassware (other than articles falling in heading No. 70.19), of a kind commonly used for table, kitchen, toilet or office purposes, for indoor decoration or for similar uses:		
B	Of other glass:		
ex 1	Untoughened:		
	Glassware containing 18% or more of lead oxide (1)	<u>46%</u> 1963	<u>44%</u> 1964
70.14	Illuminating glassware, signalling glassware and optical elements of glass, not optically worked nor of optical glass:		
B	Signalling glassware	32%	
73.02	Ferro-alloys:		
A	Ferro-manganese (1)	<u>12%</u> 1963	
B	Ferro-silicon and ferro-silico manganese (1)	<u>12%</u> 1963	
C	Ferro-chromium (1)	<u>12%</u> 1963	
73.05	Iron or steel powders; sponge iron or steel:		
A	Iron or steel powders	4%	
B	Sponge iron or steel (1)	<u>12%</u> 1963	<u>11%</u> 1964
73.12	Hoop and strip, of iron or steel, hot-rolled or cold-rolled:		
B	Of iron or steel, other than special:		
3	Clad or otherwise worked:		

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
73.12 (cont'd) ex b	Other (silvered, gilt, galvanized, polished, varnished, lithographed, perforated, bent, etc.): - Hoop and strip of a thickness of 0.1 mm., perforated and nickelled	24%
73.13	Sheets and plates of iron or steel, hot-rolled or cold-rolled:	
C	Of iron or steel, other than special:	
3	Clad or otherwise surface-worked:	
b	Tinned, of a thickness of:	
1	0.5 mm. or more (3)	<u>2%</u> 1964
2	Less than 0.5 mm. (3)	<u>2%</u> 1964
d	Other (coppered, nickelled, enamelled, lacquered, varnished, parkerized, lithographed, etc.)	24%
73.14	Iron or steel wire, whether or not coated, but not insulated:	
B	Wire of iron or steel, other than special, or which the greatest cross-sectional dimension is:	
1	5 mm. or more:	
b	Coated or otherwise worked (tinned, galvanized, polished, corrugated, etc.) (1)	<u>29%</u> <u>28%</u> 1963    1964
2	1 mm. or more, but less than 5 mm.:	
b	Coated or otherwise worked (tinned, galvanized, polished, corrugated, etc.) (1)	<u>24%</u> <u>23%</u> 1963    1964

SCHEDULE XLIV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
73.14 (cont'd)		
3	Less than 1 mm.:	
b	Coated or otherwise worked (tinned, galvanized, polished, corrugated, etc.) (1)	30% 1963      38% 1964
73.15	Alloy steel and high carbon steel in the forms mentioned in headings Nos. 73.06 to 73.14:	
A	High carbon steel:	
3	Bars and rods (including wire rod and hollow mining drill steel):	
a	Hollow mining drill steel	30%
b	Other (including wire rod)	26%
ex 5	Hoop and strip: - Cold-rolled	26%
ex 6	Sheets and plates: - Conveyor belts	30%
7	Wire, whether or not coated (other than insulated electric wire), of which the greatest cross-sectional dimension is:	
b	1 mm. or more, but less than 5 mm.	26%
c	Less than 1 mm.	30%
B	Alloy steel:	
1	Steel commonly called <u>structural steel</u> :	
ex e	Hoop and strip: - Hoop and strip of stainless steel	32%
2	Other alloy steel:	
c	Bars and rods (including wire rod and hollow mining drill steel):	
1	Hollow mining drill steel	27%
2	Other (including wire rod)	23%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
73.15 (cont'd)		
ex e	Hoop and strip: - cold-rolled	24%
f	Plates and sheets:	
2	Other sheets and plates	26%
g	Wire, whether or not coated (other than insulated electric wire), of which the greatest cross-sectional dimension is:	
ex 1	5 mm. or more: - Resistance wire of chromium-iron-aluminium alloy	25%
2	1 mm. or more but less than 5 mm.	24%
3	Less than 1 mm.	28%
73.17	Tubes and pipes, of cast iron:	
A	Of an internal diameter of 60 mm. or more	20%
B	Of an internal diameter of less than 60 mm.	20%
73.18	Tubes and pipes and blanks therefor, of iron (other than of cast iron) or steel, excluding high-pressure hydro-electric conduits:	
A	Seamless (cast, rolled, drawn, etc.)	32%
ex A	Seamless tubes of alloy steel and tubes of unalloyed steel (hollow bars) of a thickness of 6 mm. or more, an external diameter of more than 30 mm. and a carbon content of more than 0.3%	28%
B	Other (welded, open-seam, riveted, etc.)	24%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty	
73.19	High pressure hydro-electric conduits of steel, whether or not reinforced	24%	
ex 73.24	Compressed gas cylinders and similar pressure containers, of iron or steel: - Liquified gas containers	24%	
73.25	Stranded wire, cables, cordage, ropes, plaited bands, slings and the like, of iron or steel wire, but excluding insulated electric cables:		
A	Unprocessed, made of round wire of a diameter of:		
ex 1	1 mm. or more: - combined with textile fibres (1)	27% 1963	26% 1964
ex 2	Less than 1 mm.: - Combined with textile fibres (1)	27% 1963	26% 1964
ex B	Other: - Combined with textile fibres (1)	27% 1963	26% 1964
73.29	Chain and parts thereof, of iron or steel:		
A	Roller and precision-made (calibrated)	44%	
73.31	Nails, tacks, staples, hook-nails, corrugated nails, spiked cramps, studs, spikes and drawing pins, of iron or steel, whether or not with heads of other materials, but not including such articles with heads of copper	24%	

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
73.36	Stoves (including stoves with subsidiary boilers for central heating), ranges, cookers, grates, fires and other space heaters, gas-rings, plate warmers with burners, wash boilers with grates or other heating elements, and similar equipment, of a kind used for domestic purposes, not electrically operated, and parts thereof, of iron or steel:	
A	Neither enamelled nor coated	24%
B	Enamelled or coated (nickel-plated, copper-plated, painted, etc.)	28%
ex 74.06	Copper powders and flakes: - Bronze powders	24%
74.17	Cooking and heating apparatus of a kind used for domestic purposes, not electrically operated, and parts thereof, of copper:	
ex A	Not coated: - unenamelled, operating on kerosene or liquid gas	24%
75.01	Nickel mattes, nickel speiss and other intermediate products of nickel metallurgy; unwrought nickel (excluding electro-plating anodes); nickel waste and scrap:	
A	Nickel mattes, nickel speiss and other intermediate products of nickel metallurgy; unalloyed unwrought nickel, whether or not in cubes or balls	Free
75.02	Wrought bars, rods, angles, shapes and sections, of nickel; nickel wire:	
C	Of other alloys:	
ex 2	Wire: - Resistance wire	20%
76.01	Unwrought aluminium; aluminium waste and scrap:	
A	Unwrought aluminium:	
1	Unalloyed	16%
ex 76.05	Aluminium powders and flakes: - Aluminium powders	24%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
76.12	Stranded wire, cables, cordage, ropes, plaited bands and the like, of aluminium wire, but excluding insulated electric cables:	
ex A.	Of alloyed or unalloyed aluminium, combined with wire of other metals, provided that aluminium predominates in weight: - Electric cables consisting of aluminium wires with a core of iron wire	24%
80.01	Unwrought tin; tin waste and scrap:	
A	Unwrought tin:	
1	Unalloyed	15%
2	Alloyed	15%
B	Waste and scrap	15%
80.02	Wrought bars, rods, angles, shapes and sections, of tin: - tin wire	16%
82.01	Hand tools, the following: spades, shovels, picks, hoes, forks and rakes; axes, bill hooks and similar hewing tools; scythes, sickles, hay knives; grass shears, timber wedges and other tools of a kind used in agriculture, horticulture or forestry:	
B	Tools with cutting edges:	
1	Sickles and scythes	24%
82.02	Saws (non-mechanical) and blades for hand or machine saws (including toothless saw blades):	
A	Saws (non-mechanical)	24%
B	Saw blades:	
1	Circular	32%
2	Band saw blades	28%
3	Other	32%

SCHEDULE XIV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
82.04	Hand tools, including mounted glaziers' diamonds, not falling within any other heading of this Chapter; blow lamps, anvils, vices and clamps, other than accessories for, and parts of, machine tools; portable forges; grinding wheels mounted on frameworks (hand or pedal operated):	
ex C	Other: - Blow lamps and soldering devices operating on petrol or kerosene; soldering apparatus operating on liquid gas	24%
82.05	Interchangeable tools for hand tools, for machine tools or for power-operated hand tools (for example, for pressing, stamping, drilling, tapping, threading, boring, broaching, milling, cutting, turning, dressing, morticing or screw driving), including dies for wire drawing, extrusion dies for metal, and rock drilling bits:	
A	Of high carbon steel	32%
ex A	Drills of not more than 40 mm. in diameter, universal plates combined with independent shears for working metals and mandrels	32%
B	Of alloy steel	28%
ex B	Drills of not more than 40 mm. in diameter, universal plates combined with independent shears for working metals and mandrels	28%
C	Of metallic carbides	32%
ex C	Drills of not more than 40 mm. in diameter, universal plates combined with independent shears for working metals and mandrels	32%
D	Of precious or semi-precious stones (natural, synthetic or reconstructed) and abrasive materials	20%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
82.05 (cont'd)		
ex D	Drills of not more than 40 mm. in diameter, universal plates combined with independent shears for working metals and mandrels	20%
ex E	Of other materials: - Drills of not more than 40 mm. in diameter, universal plates combined with independent shears for working metals and mandrels	28%
82.06	Knives and cutting blades, for machines or for mechanical appliances:	
A	Of stainless steel	36%
B	Other	32%
82.07	Tool-tips and plates, sticks and the like for tool-tips, unmounted, of sintered metal carbides (for example, carbides of tungsten, molybdenum or vanadium)	32%
82.14	Spoons, forks, fish-eaters, butter-knives, ladles, and similar kitchen or tableware:	
ex B	Of iron or steel, coated or not: - Spoons and forks of iron	36%
ex 83.15	Wire, rods, tubes, plates, electrodes and similar products, of base metal or of metal carbides, coated or cored with flux material, of a kind used for soldering, brazing, welding or deposition of metal or of metal carbides; wire and rods, of agglomerated base metal powder, used for metal spraying: - Electrodes	32%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.01	Steam and other vapour generating boilers (excluding central heating hot water boilers capable also of producing low pressure steam):	
A	Marine boilers:	
1	Watertube boilers:	
a	Preheated steam type:	
1	For pressures not exceeding 38 kg. per sq. cm.	28%
2	For pressures exceeding 38 kg. per sq. cm.	24%
B	Locomotive boilers	28%
C	Other boilers:	
1	Watertube boilers:	
a	For pressures not exceeding 100 kg. per sq. cm.	32%
b	For pressures exceeding 100 but not 120 kg. per sq. cm.	25%
c	For pressures exceeding 120 kg. per sq. cm.:	
1	Weighing 800 metric tons or less	25%
2	Weighing more than 800 metric tons	25%
2	Other	28%
D	Parts:	
1	Formed mainly of tubes	32%
84.05	Steam and other vapour power units, not incorporating boilers:	
B	Steam turbines	24%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.06	Internal combustion piston engines:	
A	Aircraft engines, weighing each:	
1	1,000 kg. or less	24%
2	More than 1,000 kg.	24%
B	Other spark-ignition engines:	
1	For cycles and motor-cycles	44%
2	Other, weighing each:	
a	15 kg. or less	44%
b	More than 15 kg. but not more than 100 kg.	50%
cx b	Outboard motors	44%
c	More than 100 kg. but not more than 300 kg.	50%
d	More than 300 kg.	36%
C	Other compression-ignition engines, weighing each:	
1	2,000 kg. or less	45%
2	More than 2,000 kg. but not more than 100,000 kg.	36%
3	More than 100,000 kg.	28%
D	Parts:	
1	For aircraft engines	24%
2	Other, including injectors, injector holders and carburettors	44%
84.07	Water wheels, water turbines and other water engines, including regulators therefor:	

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.07 (cont'd)		
A	Water wheels, water turbines and other water engines:	
1	With a rating of 30,000 metric h.p. or less	24%
2	Turbines of more than 30,000 metric h.p., with a vertical shaft and special characteristics (pump or bulb types)	24%
3	Other	24%
B	Parts:	
2	Regulators and other parts	24%
84.09	Mechanically propelled road rollers	32%
84.10	Pumps (including motor pumps and turbo pumps) for liquids, whether or not fitted with measuring devices; liquid elevators of bucket, chain, screw, band and similar kinds:	
E	Other pumps, excluding motor pumps:	
ex 2	Other: - Screw pumps	20%
84.11	Air pumps, vacuum pumps and air or gas compressors (including motor and turbo pumps and compressors, and free-piston generators for gas turbines); fans, blowers and the like:	
E	Fans, blowers and the like:	
1	Turbo-fans, turbo-blowers and the like	28%
2	Other	25%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.12	Air-conditioning machines, self-contained, comprising a motor-driven fan and elements for changing the temperature and humidity of air	36%
84.15	Refrigerators and refrigerating equipment (electrical and other):	
B	Other:	
3	Other, and parts	32%
84.17	Machinery, plant and similar laboratory equipment, whether or not electrically heated, for the treatment of materials by a process involving a change of temperature such as heating, cooking, roasting, distilling, rectifying, sterilizing, pasteurizing, steaming, drying, evaporating, vapourizing, condensing or cooling, not being machinery or plant of a kind used for domestic purposes; instantaneous or storage water heaters, non-electrical:	
J	Other:	
1	Plate-type pasteurizing machinery and continuous type sterilizing machinery for the dairy industry	24%
ex 2	Other:	
	- Plate type heat-exchangers for industrial purposes	28%
84.18	Centrifuges; filtering and purifying machinery and apparatus (other than filter funnels, milk strainers and the like), for liquids or gases:	

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.18 (cont'd)		
D	Other:	
1	Centrifuges:	
ex a	Cream separators and centrifugal milk clarifiers: - Clarifiers	24%
ex c	Liquid purifiers and centrifuges: - Industrial and laboratory-type separators - Laboratory-type centrifuges	28% 28%
ex d	Other: - Laboratory-type centrifuges	28%
ex e	Parts: - Parts of laboratory-type centrifuges	28%
84.19	Machinery for cleaning or drying bottles or other containers; machinery for filling, closing, sealing, capsuling or labelling bottles, cans, boxes, bags or other containers; other packing or wrapping machinery; machinery for aerating beverages; dish washing machines:	
A	Dish washing machines	28%
E	Other:	
2	Other	28%
F	Parts	28%
84.20	Weighing machinery (excluding balances of a sensitivity of 5 centigrams or better), including weight-operated counting and checking machines; weighing machine weights of all kinds:	
C	Automatic and semi-automatic scales and balances:	
2	Other the duty in pesetas not to be less than, each	325 1,600

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.22	Lifting, handling, loading or unloading machinery, telphers and conveyors (for example, lifts, hoists, winches, cranes, transporter cranes, jacks, pulley tackle, belt conveyors and teleferics), not being machinery falling within heading No. 84.23:	
A	Machinery, stationary or mobile, for remote control handling of goods (not for manual control) and specially designed for handling strongly radio-active materials	8%
B	Goods and passenger lifts and the like, excluding escalators	24%
C	Winches and capstans	24%
D	Jacks, whether or not hydraulic; built-in jacking systems	32%
E	Pulley tackle	24%
F	Cranes:	
1	Self-propelled, track-laying or wheeled, not capable of running on rails	32%
2	Other	32%
G	Continuous-action mechanical conveyors, other than cable conveyors:	
1	Escalators	24%
2	Vibrator conveyors	24%
3	Overhead-rail conveyors of the type used in the poultry industries	24%
4	Other	24%
H	Aerial cable conveyors; teleferics	28%
I	Other	24%
J	Parts	24%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.23	Excavating, levelling, boring and extracting machinery, stationary or mobile, for earth, minerals or ores (for example, mechanical shovels, coal-cutters, excavators, scrapers, levellers and bulldozers); pile-drivers; snow-ploughs, not self-propelled (including snow-plough attachments):	
A	Mechanical shovels, excavators and skimmers with a bucket capacity of:	
1	1 cubic metre or less	24%
2	More than 1 cubic metre	24%
B	Levellers, bulldozers, scrapers, scarifiers, piledrivers, snow-ploughs and road rollers	20%
C	Other	24%
D	Parts	24%
84.24	Agricultural and horticultural machinery for soil preparation or cultivation (for example, ploughs, harrows, cultivators, seed and fertilizer distributors); lawn and sports ground rollers	20%
84.25	Harvesting and threshing machinery; straw and fodder presses; hay or grass mowers; winnowing and similar cleaning machines for seed, grain or leguminous vegetables and egg-grading and other grading machines for agricultural produce (other than those of a kind used in the bread grain milling industry falling within heading No.84.29):	
A	Harvesters and harvester-binders:	
2	Other	16%
B	Threshers	16%
C	Combine harvester-threshers:	

SCHEDULE XIV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.25 (cont'd)		
1	For cereals and seeds:	
a	Self-propelled	28%
b	Towed:	
1	Motor-driven	24%
2	Not motor-driven	16%
D	Other machines and appliances:	
ex 2	Other:	
	- Hay or grass mowers	20%
E	Parts	20%
84.26	Dairy machinery (including milking machines):	
A	Milking machines	24%
B	Other:	
1	Irradiators	24%
2	Other	24%
84.31	Machinery for making or finishing cellulosic pulp, paper or paperboard:	
A	Machinery for making cellulosic pulp	36%
B	Machinery for making or finishing paper or paperboard, with a wire of a total width of:	
1	Less than 3.5 metres	36%
2	3.5 to 4.2 metres	20%
3	4.2 metres or more	12%
C	Machinery for making corrugated paper or paperboard, weighing:	
1	Not more than 7,500 kg.	20%
2	More than 7,500 but not more than 12,000 kg.	15%
3	More than 12,000 kg.	15%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.34	Machinery, apparatus and accessories for type-founding or type-setting; machinery, other than the machine tools of heading No.84.45, 84.46 or 84.47, for preparing or working printing blocks, plates or cylinders; printing type, impressed flongs and matrices, printing blocks, plates and cylinders; blocks, plates, cylinders and lithographic stones, prepared for printing purposes (for example, planed, grained, or polished):	
E	Printing type and spacing materials: - Ex. Printing type	32%
F	Matrices and spacing quoins for type-setting machines: - Ex. Matrices and quoins	32%
G	Parts of type-setting machines, other than shims: - Ex. Parts for matrices, quoins, plates and type	32%
H	Other: - Ex. Printing plates	32%
84.35	Other printing machinery; machines for uses ancillary to printing:	
A	Machinery for planographic printing, with or without inking mechanism	36%
B	Flat-bed cylinder printing presses:	
1.	Single colour:	
a	With a printing surface of less than 70 cm. x 100 cm.:	
ex 1	Weighing each not more than 6,000 kg.	28%
ex 2	Weighing each more than 6,000 kg.	20%
b	With a printing surface of 70 cm. to 80 cm. x 112 cm.:	

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.35 (cont'd)		
ex 1	Weighing each not more than 6,000 kg.	28%
ex 2	Weighing each more than 6,000 kg.	20%
c	With a printing surface of more than 80 cm. x 112 cm.:	
ex 1	Weighing each not more than 6,000 kg.	28%
ex 2	Weighing each more than 6,000 kg.	20%
2	Multi-colour:	
a	With a printing surface of 70 cm.x 100 cm. or more, for printing by means of identically sized printing units:	
ex 1	Weighing each not more than 6,000 kg.	28%
ex 2	Weighing each more than 6,000 kg.	20%
b	Other:	
ex 1	Weighing each not more than 6,000 kg.	28%
ex 2	Weighing each more than 6,000 kg.	20%
3	Stop-cylinder presses:	
ex 1	Weighing each not more than 6,000 kg.	28%
ex 2	Weighing each more than 6,000 kg.	20%
C	Rotary:	
1	Photogravure presses:	
ex 1	Weighing each not more than 7,500 kg.	20%
ex 2	Weighing each more than 7,500 kg. but not more than 12,000 kg.	12%
ex 3	Weighing each more than 12,000 kg.	9%

SCHEDULE XIV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.35 (cont'd)		
2	Aniline printing presses:	
ex 1	Weighing each not more than 7,500 kg.	20%
ex 2	Weighing each more than 7,500 kg. but not more than 12,000 kg.	12%
ex 3	Weighing each more than 12,000 kg.	9%
3	Letterpress printing machines:	
a	With a printing surface of not more than 64 cm. x 84 cm.:	
ex 1	Weighing each not more than 7,500 kg.	20%
ex 2	Weighing each more than 7,500 kg. but not more than 12,000 kg.	12%
ex 3	Weighing each more than 12,000 kg.	9%
b	With a printing surface of more than 64 cm. x 88 cm.:	
ex 1	Weighing each not more than 7,500 kg.	20%
ex 2	Weighing each more than 7,500 kg. but not more than 12,000 kg.	12%
ex 3	Weighing each more than 12,000 kg.	9%
4	Offset printing machines:	
a	For printing metal sheets or plates, whether or not with automatic feed:	
ex 1	Weighing each not more than 7,500 kg.	20%
ex 2	Weighing each more than 7,500 kg. but not more than 12,000 kg.	12%
ex 3	Weighing each more than 12,000 kg.	9%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.35 (cont'd) b	For printing paper or paperboard:	
1	Single colour:	
a	With a printing surface of less than 85 cm. x 120 cm.:	
ex 1	Weighing each not more than 7,500 kg.	20%
ex 2	Weighing each more than 7,500 kg. but not more than 12,000 kg.	12%
ex 3	Weighing each more than 12,000 kg.	9%
b	With a printing surface of 85 cm. x 120 cm. or more:	
ex 1	Weighing each not more than 7,500 kg.	20%
ex 2	Weighing each more than 7,500 kg. but not more than 12,000 kg.	12%
ex 3	Weighing each more than 12,000 kg.	9%
2	Multi-colour:	
a	With a printing surface of not more than 50 cm. x 70 cm.:	
ex 1	Weighing each not more than 7,500 kg.	20%
ex 2	Weighing each more than 7,500 kg. but not more than 12,000 kg.	12%
ex 3	Weighing each more than 12,000 kg.	9%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.35 (cont'd)		
b	With a printing surface of 50 cm. x 70 cm. or more:	
ex 1	Weighing each not more than 7,500 kg.	20%
ex 2	Weighing each more than 7,500 kg. but not more than 12,000 kg.	12%
ex 3	Weighing each more than 12,000 kg.	9%
D	Automatic machines for printing and stamping in relief, with engraved plates and form-cleaning devices using paper:	
ex 1	Weighing each not more than 7,500 kg.	20%
ex 2	Weighing each more than 7,500 kg. but not more than 12,000 kg.	12%
ex 3	Weighing each more than 12,000 kg.	9%
E	Ancillary machines for preparing photogravure printing surfaces (machines for applying carbon tissues):	
ex 1	Weighing each not more than 7,500 kg.	20%
ex 2	Weighing each more than 7,500 kg. but not more than 12,000 kg.	12%
ex 3	Weighing each more than 12,000 kg.	9%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.35 (cont'd) F	Auxiliary printing, folding and stitching apparatus for printing works, with a surface of 64 cm. x 88 cm.:	
ex 1	Weighing each not more than 7,500 kg.	20%
ex 2	Weighing each more than 7,500 kg. but not more than 12,000 kg.	12%
ex 3	Weighing each more than 12,000 kg.	9%
0	Other machinery and apparatus:	
ex 1	Weighing each not more than 7,500 kg.	20%
ex 2	Weighing each more than 7,500 kg. but not more than 12,000 kg.	12%
ex 3	Weighing each more than 12,000 kg.	9%
84.37	Weaving machines, knitting machines and machines, for making gimped yarn, tulle, lace, embroidery, trimmings, braid or net; machines for preparing yarns for use on such machines, including warping and warp sizing machines:	
B	Knitting and crocheting machines:	
1	Flat machines:	
a	Knitting machines, including hand knitting machines	32%
b	Warp knitting machines for run-proof fabrics	24%
c	Other flat machines (Cotton's frames and the like, etc.)	24%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.37 (cont'd)		
2	Circular machines:	
a	Battery (or magazine) type	28%
b	Looping-wheel type, with latch or bearded needles	28%
c	Of the interlock type, with plate and cylinder	24%
d	Other circular machines, of a diameter of:	
1	Less than 20 cm.	24%
2	20 cm. or more	24%
3	Stocking-repairing machines and appliances and the like	24%
84.38	Auxiliary machinery for use with machines of heading No. 84.37 (for example, dobbies, Jacquards, automatic stop motions and shuttle changing mechanisms); parts and accessories suitable for use solely or principally with the machines of the present heading or with machines falling within heading No. 84.36 or 84.37 (for example, spindles and spindle flyers, card, clothing, combs, extruding nipples, shuttles, healds and heald-lifters and hosiery needles):	
A	Auxiliary machinery for use with machines of heading No. 84.37:	
2	Automatic shuttle, cop, etc. changing mechanisms; warp stop motions and weft stop motions	28%
3	Automatic weft winders for weaving narrow fabrics, bobbin weft winders, etc.	28%
4	Other	28%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.38 (cont'd) B	Parts and accessories:	
1	Sinkers and other accessories cut from sheet metal or from metal strip (jacks, transfers, sliders, combs, etc.)	24%
2	Needles, including latch and bearded needles and other parts made of wire	24%
3	Other	24%
84.41	Sewing machines; furniture specially designed for sewing machines; sewing machine needles:	
A	Sewing machines:	
1	Domestic type, and heads therefor:	
a	Portable, and electric sewing machines, portable or not the duty in pesetas not to be less than, each	36% 800
b	Other the duty in pesetas not to be less than, each	36% 800
2	Industrial type, and heads therefor:	
a	Designed to be used only for special kinds of sewing (for sewing leather, footwear, sacks, buttons, etc.)	16%
b	Other	44%
B	Sewing machine needles	20%
C	Other parts including furniture and parts thereof	44%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.44	Rolling mills and rolls therefor:	
A	Rolling mills:	
ex 2	For the manufacture of tubes:	
	Rolling mills for the manufacture of tubes	13%
B	Parts:	
1	Rolls, weighing each	
a	Not more than 20,000 kgs.	20%
b	More than 20,000 kgs.	20%
84.45	Machine-tools for working metal or metallic carbides, not being machines falling within heading No.84.49 or 84.50:	
A	Specially designed for the re-cycling of irradiated fissile material (covering, removal of covering, shaping, etc.)	11%
B	Other machine-tools whose function is to remove metal or metal carbides:	
1	Horizontal lathes, weighing each:	
a	Not more than 5,000 kgs.	36%
b	More than 5,000 kgs. but not more than 10,000 kgs.	32%
c	More than 10,000 kgs.	24%
2	Semi-automatic turret lathes, weighing each:	
a	Not more than 2,500 kgs.	36%
b	More than 2,500 kgs.	24%
3	Automatic lathes, weighing each:	
a	Not more than 300 kgs.	24%
b	More than 300 kgs. but not more than 1,500 kgs.	36%
c	More than 1,500 kgs.	24%
4	Vertical lathes	24%
5	Special lathes (facing lathes, locomotive-wheel lathes, ingot-reducing lathes, rolling-mill roll lathes, backing-off lathes)	24%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.45 (cont'd)		
6	Other lathes, weighing each:	
a	Not more than 5,000 kgs.	36%
b	More than 5,000 kgs.	24%
7	Screw cutting and tapping machines, other than lathes	28%
8	Reaming machines:	
a	Automatic-tooling reamers with non-sliding spindles and automatically-moved tables, weighing each:	
1	Not more than 4,000 kgs.	32%
2	More than 4,000 kgs.	32%
9	Planing machines, including vertical planing machines or slotting machines, weighing each:	
a	Not more than 12,000 kgs.	28%
b	More than 12,000 kgs.	24%
10	Shaping machines, weighing each:	
a	Not more than 3,000 kgs.	28%
b	More than 3,000 kgs.	24%
11	Milling machines:	
a	Special milling machines (gear-cutting machines, cam-milling machines, ingot-milling machines, special large thread milling machines, slabbing millers, centring millers, automatic keyway-cutting machines, automatic axle-grooving machines)	24%
b	Other milling machines, weighing each	
1	Not more than 5,000 kgs.	32%
2	More than 5,000 kgs.	24%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
<b>84.45 (cont'd)</b>		
12	Drilling and boring machines:	
a	Radial and multiple-head, weighing each:	
1	Not more than 7,500 kgs.	28%
2	More than 7,500 kgs.	24%
b	Other drilling and boring machines	28%
13	Polishing, lapping and honing machines:	
a	Plain and surface grinders, including centreless grinders, weighing each:	
1	Not more than 4,000 kgs.	28%
2	More than 4,000 kgs.	24%
b	Other	24%
14	Broaching machines	24%
15	Sharpening machines	28%
16	Gear-cutting machines:	
a	Cylindrical gear-cutting machines, weighing each:	
1	Not more than 300 kgs.	24%
2	More than 300 kgs. but not more than 3,500 kgs.	28%
3	More than 3,500 kgs.	24%
b	Other	24%
17	Sawing machines and cutting machines:	
a	Sawing machines, reciprocating or band, weighing each:	
1	Not more than 1,500 kgs.	28%
2	More than 1,500 kgs.	24%
b	Other	24%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.45 (cont'd)		
18	Other machines whose function it is to remove metals or metal carbides:	
a	Centring machines	24%
b	Special machines composed of autonomous units forming a complete set or a copying installation the total weight of which exceeds 10,000 kgs.	24%
c	Other	24%
C	Other machine-tools, for changing the shape of metal:	
1	Forging and stamping hammers and drop hammers:	
a	Actuated by fluid under pressure:	
1	Double-acting, weighing each:	
a	Not more than 100,000 kgs.	24%
b	More than 100,000 kgs.	24%
2	Other:	
a	Twin-standard (including those of which the bolster forms an integral part of the standards), weighing each:	
1	Not more than 50,000 kgs.	24%
2	More than 50,000 kgs.	24%
b	Single-standard (not including bolster), weighing each:	
1	Not more than 35,000 kgs.	24%
2	More than 35,000 kgs.	24%
b	Gravity-actuated:	
1	The hammer of which weighs not more than 5,000 kgs.	24%
2	The hammer of which weighs more than 5,000 kgs.	24%
c	Spring-actuated, weighing each:	
1	Not more than 2,500 kgs.	24%
2	More than 2,500 kgs.	24%
d	Other	24%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
<b>84.45 (cont'd)</b>		
2	Presses:	
a	Screw and friction presses, weighing each:	
1	Not more than 20,000 kgs.	24%
2	More than 20,000 kgs. but not more than 30,000 kgs.	24%
3	More than 30,000 kgs.	24%
b	Toggle lever presses, weighing each:	
1	Not more than 75,000 kgs.	24%
2	More than 75,000 kgs.	24%
c	Rotary presses	24%
d	Transfer presses	24%
e	Other presses:	
1	Automatic presses for manufacturing specific articles (such as screws, nuts, washers, rollers, chain links, valves, balls and the like) from wire or metal bars by cutting, stamping, forging or extrusion, weighing each:	
a	Not more than 5,000 kgs.	24%
b	More than 5,000 kgs. but not more than 16,000 kgs.	24%
c	More than 16,000 kgs., and transfer presses of any weight	24%
2	High-speed presses for manufacturing articles from strips, bands or discs and capable of performing at least one of the following operations - cutting, bending, dishing or extrusion - at a rate of more than 250 strokes per minute	24%
3	Other:	
a	Extrusion presses, weighing each:	
1	Not more than 60,000 kgs.	24%
2	More than 60,000 kgs. but not more than 100,000 kgs.	24%
3	More than 100,000 kgs.	24%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.45 (cont'd)		
b	Creasing presses; presses for straightening or bending bars, sections and tubes; plate-planing and -bending presses	24%
c	Shearing and punching presses:	
1	Crocodile shears (lever shears); cabbaging shears; punching machines, revolving-turret or mobile-rectangular-table type	24%
2	Other, weighing each:	
a	Not more than 50,000 kgs.	24%
b	More than 50,000 kgs. but not more than 75,000 kgs.	24%
c	More than 75,000 kgs.	24%
d	Rivetting presses, weighing each:	
1	Not more than 1,500 kgs.	24%
2	More than 1,500 kgs.	24%
e	Universal presses, with dies, for forging, stamping, mandrelling, hot-drawing, dishing or cutting plates, weighing each:	
1	Not more than 100,000 kgs.	24%
2	More than 100,000 kgs. but not more than 150,000 kgs.	24%
3	More than 150,000 kgs.	24%
f	Other	24%
3	Rotary machines:	
a	Forging rolls	24%
b	Sheet-bending rolls:	
1	For the manufacture of corrugated sheets	24%
2	For use in shipyards (overhead bed or bridge type)	24%
3	Other, weighing each:	
a	Not more than 70,000 kgs.	24%
b	More than 70,000 kgs.	24%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
<b>84.45 (cont'd)</b>		
c	Machines for bending and straightening sections, weighing each:	
1	Not more than 10,000 kgs.	24%
2	More than 10,000 kgs.	24%
d	Plate-flanging and -ridging machines	24%
e	Plate-planing machines	24%
f	Rotary shears:	
1	Machines for edge planing rough sheets	24%
2	Other	24%
g	Hammers and sharpening machines, weighing each:	
1	Not more than 1,500 kgs.	24%
2	More than 1,500 kgs.	24%
h	Spinning lathes and machines for manufacturing container bottoms:	
1	Spinning lathes incorporating copying devices	24%
2	Other, weighing each:	
a	Not more than 3,000 kgs.	24%
b	More than 3,000 kgs.	24%
i	Metal-chip grinders	24%
j	Machines for manufacturing springs, spirals, rings, etc., by winding wire, rods or tubes, weighing each:	
1	Not more than 500 kgs.	24%
2	More than 500 kgs.	24%
k	Apron-type folding machines	24%
l	Other, weighing each:	
1	Not more than 50,000 kgs.	24%
2	More than 50,000 kgs.	24%
4	Machines for drawing wire, bars, sections or tubes, with die-head, with or without sliding attachment:	
a	Rectilineal drawing benches, with die-head, for drawing tubes, bars or sections, with or without collecting drums:	
1	Multiple	24%
2	Other, weighing each:	
a	Not more than 8,000 kgs.	24%
b	More than 8,000 kgs.	24%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
<b>84.45 (cont'd)</b>		
b	Multiple-action or single-action wire-drawing machines, in units or combined sets, weighing each:	
1	Not more than 5,000 kgs.	24%
2	More than 5,000 kgs. but not more than 8,000 kgs.	24%
3	More than 8,000 kgs.	24%
5	Machines for cold-rolling screws and other cylindrical shapes, weighing each:	
a	Not more than 3,000 kgs.	24%
b	More than 3,000 kgs.	24%
6	Automatic machines for the manufacture of metal containers:	
a	Those for manufacturing welded-lid containers, with an output of more than 100 per minute (flanging machines and tongue-bending machines)	24%
b	Other	24%
7	Other, including combined machines capable of performing consecutively or simultaneously any number of the operations mentioned in item 1 to 5	24%
84.47	Machine-tools for working wood, cork, bone, ebonite (vulcanite), hard artificial plastic materials or other hard carving materials, other than machines falling within heading No.84.49:	
A	Sawing machines:	
1	Band, weighing each:	
a	Not more than 6,000 kgs.	20%
b	More than 6,000 kgs.	20%
2	Reciprocating, with multi-blade frames	20%
3	Other	20%

SCHEDULE XLV - SPAINPART I (continued)

Tariff Item Number	Description of products	Rate of duty
84.47 (cont'd)		
B	Planing, matching and moulding machines:	
1	Surfacing and planing machines, of a useful width of:	
a	Not more than 800 mm.	20%
b	More than 800 mm.	20%
2	Matching and moulding machines, weighing each:	
a	Not more than 3,000 kgs.	20%
b	More than 3,000 kgs.	20%
3	Other	20%
C	Sandpapering machines:	
1	Roller type, of a useful width of:	
a	Not more than 1,100 mm.	20%
b	More than 1,100 mm.	20%
2	Other	20%
D	Presses:	
1	Hydraulic	24%
2	Other	20%
E	Other machines:	
1	Machines for cutting tree trunks into boards:	
a	With multi-blade frames	20%
b	Other	20%
2	Machines for peeling, splitting or drawing cane, osier, rattan and the like	20%
3	Disintegrators	20%
4	Sculpture-copying machines	20%
5	Other	20%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.48	Accessories and parts suitable for use solely or principally with the machines falling within heading Nos.84.45 to 84.47, including work and tool holders, self-opening die-heads, dividing heads and other appliances for machine-tools; tool holders for the mechanical hand tools of heading Nos.82.04, 84.49 or 85.05:	
B	Other	24%
ex B	Universal plates	24%
84.49	Tools for working in the hand, pneumatic or with self-contained non-electric motor:	
A	Pneumatic grease guns	30%
B	Portable tools and machine-tools the motor of which provides a rotating movement only (drilling machines, saws, polishers, screw-drivers, etc.)	25%
C	Concrete vibrators	30%
D	Other	28%
E	Parts	30%
ex 84.50	Gas-operated welding, brazing, cutting and surface tempering appliances:	
	Liquid gas-operated welding appliances	28%
84.52	Calculating machines: accounting machines, cash registers, postage-franking machines, ticket-issuing machines and similar machines, incorporating a calculating device:	
B	Calculating machines:	
2	Machines, including electric machines, designed to perform the four mathematical operations	24%
D	Cash registers:	
1	Non-electric	24%
2	Electric	24%
E	Other:	
1	Postage-franking machines	20%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.55	Parts and accessories (other than covers, carrying cases and the like) suitable for use solely or principally with machines of a kind falling within heading Nos. 84.51, 84.52 84.53 or 84.54:	
B	Other parts and accessories	24%
84.58	Automatic vending machines (for example, stamp, cigarette, chocolate and food machines), not being games of skill or chance	24%
84.59	Machinery and mechanical appliances (except those suitable for use solely or principally as parts of other machines or apparatus), not falling within any other heading of this Chapter:	
A	For the manufacture of the products falling within sub-heading 28.51 A (deuterium and deuterium compounds)	11%
B	Nuclear reactors	10%
C	Specially designed for the re-cycling of irradiated fissile material (the sintering of radio-active metal oxides, covering, etc.)	11%
D	Special machines for the extraction of oil and oil-seeds:	
1	Crushers, beaters, extruding machines and presses	15%
2	Other	15%
E	Winding machines for winding electric wires on armatures, inductors and similar coils, transformers, etc.	14%
F	Machines, whether or not self-propelled, for spreading gravel, concrete or asphalt on roads	15%
G	Machines for tin-plating by electro-mechanical processes	15%
H	Automatic machines for cigar- or cigarette-making	15%
I	Automatic vulcanizing presses for moulding tyre cases and inner-tubes	15%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.59 (cont'd)		
J	Vacuum curving machines used in the manufacture of rubber tyre cases	15%
K	Hydraulic presses with heating plates of more than 6 sq. metres, for the manufacture of agglomerated panels	25%
L	Special automatic machines for the manufacture of metal containers with welded lids, with an output of more than 100 units per minute (machines for welding the bodies of containers, machines for covering the edges of container bodies with solder and machines for welding lids)	24%
M	Other	25%
84.61	Taps, cocks, valves and similar appliances, for pipes, boiler shells, tanks, vats and the like, including pressure reducing valves and thermostatically controlled valves	36%
84.62	Ball, roller or needle roller bearings:	
A	Bearings, weighing each:	
1	5 kgs. or less	36%
2	More than 5 kgs.	24%
B	Parts	32%
85.01	Electrical goods of the following descriptions: generators, motors, converters (rotary or static), transformers, rectifiers and rectifying apparatus, inductors:	
A	Electric motors, synchronous rectifiers, generators and rotary converters, weighing each:	
1	500 kgs. or less	50%
2	More than 500 kgs. but not more than 10,000 kgs.	36%
3	More than 10,000 kgs. but not more than 75,000 kgs.	28%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
85.01 (cont'd)		
4	More than 75,000 kgs. but not more than 150,000 kgs.	20%
5	More than 150,000 kgs.:	
a	75,000 kva. or less	16%
b	More than 75,000 kva.	16%
B	Transformers and inductors (e.g. reactors and chokes):	
1	Instrument transformers	32%
2	Other, weighing each:	
a	500 kgs. or less	36%
b	More than 500 kgs. but not more than 5,000 kgs.	32%
c	More than 5,000 but not more than 25,000 kgs.	28%
d	More than 25,000 kgs.	20%
C	Static converters and battery chargers:	
1	Metal rectifiers and elements therefor, and electrolytic rectifiers	28%
2	Diode rectifiers	28%
3	Other	28%
D	Parts	28%
85.06	Electro-mechanical domestic appliances, with self-contained electric motor:	
A	Vacuum cleaners and floor polishers	40%
B	Food grinders and mixers	40%
C	Room fans and smoke aspirators	40%
D	Other	40%
E	Parts	36%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
85.11	Industrial and laboratory electric furnaces and ovens; electric induction and dielectric heating equipment; electric welding, brazing and soldering machines and apparatus and similar electric machines and apparatus for cutting:	
B	Electric welding, brazing, soldering and cutting machines and apparatus:	
1	For open-air or submerged-arc welding and brazing:	
ex b	Other: - arc-welding transformers	28%
85.12	Electric instantaneous or storage water heaters and immersion heaters; electric soil heating apparatus and electric space heating apparatus; electric hair dressing appliances (for example, hair dryers, hair curlers, curling tong heaters) and electric smoothing irons; electro-thermic domestic appliances; electric heating resistors, other than those of carbon:	
F	Electric heating resistors:	
1	Unmounted	28%
85.13	Electrical line telephonic and telegraphic apparatus (including such apparatus for carrier-current line systems):	
A	Electrical line telephonic apparatus:	
1	High-frequency, for high tension lines	24%
2	Flame-proof telephonic apparatus	24%
3	Other, including special apparatus for carrier-current line systems	27%
B	Electrical line telegraphic apparatus:	
1	Apparatus for transmitting and receiving messages, including printer-type and perforating-type apparatus (teleprinters, Morse and Morse-type keys, dial or keyboard transmitters, automatic transmitters, tape re-transmitters, Morse-type recorders, sounders and printer-type receivers), signal repeaters and automatic error-correctors	24%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
<b>85.13 (cont'd)</b>		
2	Automatic switchboards and exchanges, including such apparatus intended for teleprinter services	24%
3	Special apparatus for transmitting and receiving facsimiles (photo-telegraphy and telautography) and special "telecomposing" apparatus	24%
4	Special apparatus for carrier-current line systems (oscillators, modulators, de-modulators, staggering amplifiers, cut-out systems and alternating transmitters)	24%
5	Other	24%
C	Parts	24%
<b>85.15</b>	Radiotelegraphic and radiotelephonic transmission and reception apparatus; radio-broadcasting and television transmission and reception apparatus (including those incorporating gramophones) and television cameras; radio navigational aid apparatus, radar apparatus and radio remote control apparatus:	
B	Transmitter and transmitter-receivers, including receivers of other than domestic type, and auxiliary and additional components thereof:	
1	Radio-broadcasting transmitters and transmitter-receivers, of a power of:	
a	Not more than 20 kw.	36%
b	More than 20, but not more than 40 kw.	30%
c	More than 40, but not more than 75 kw.	20%
2	Television transmission and reception apparatus, and auxiliary and additional components thereof:	
a	Transmitters, transmitter-receivers, cameras, camera batteries, impulse generators, mixers, film television cameras, picture signal registers, Hertz micro-wave relays, aerials, passive reflectors and repeaters of more than 50 watts	24%
b	Other	36%
3	Other	36%
E	Parts, including separate cabinets	40%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
85.16	Electric traffic control equipment for railways, roads or inland water-ways and equipment used for similar purposes in port installations or upon airfields	24%
85.19	Electrical apparatus for making and breaking electrical circuits, for the protection of electrical circuits, or for making connections to or in electrical circuits (for example, switches, relays, fuses, lightning arresters, surge suppressors, plugs, lamp-holders, terminals, terminal strips and junction boxes); resistors, fixed or variable (including potentiometers), other than heating resistors; rheostatic, inductance, motor driven and vibrating contact automatic voltage regulators; switchboards (other than telephone switchboards) and control panels:	
A	Relays	28%
B	Electrical apparatus for making and breaking electrical circuits, for the protection of electrical circuits, or for making connections to or in electrical circuits	30%
C	Resistors, fixed or variable (other than heating resistors):	
1	Potentiometers and rheostats, weighing each:	
a	100 grs. or less	36%
b	More than 100 grs.	24%
2	Other	30%
D	Automatic voltage regulators	32%
E	Switchboards and control panels	28%
85.20	Electric filament lamps and electric discharge lamps (including infra-red and ultra-violet lamps); arc-lamps; electrically ignited photographic flashbulbs:	
A	Filament bulbs and parts therefor:	
1	Of the standard type for lighting purposes:	
a	100 watts or less	32%
b	Other	36%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
85.20 (cont'd)		
2	Of the type used in motor-vehicle and other vehicle lamps	36%
3	Of the miniature type	36%
4	For projectors, including cinematographic projectors	32%
5	Other	32%
C	Other lamps (arc, flash, infra-red, etc.) and parts therefor	23%
85.21	Thermionic, cold cathode and photo-cathode valves and tubes (including vapour or gas-filled valves and tubes, cathode-ray tubes, television camera tubes and mercury arc rectifying valves and tubes); photocells; crystal diodes, crystal triodes and other crystal valves (for example, transistors); mounted piezo-electric crystals:	
D	Cathode-ray tubes	36%
85.23	Insulated (including enamelled or anodised) electric wire, cable, bars, strip and the like (including co-axial cable), whether or not fitted with connectors:	
A	With continuous sheath, including the above when metal armoured	28%
B	Other:	
1	Insulated with varnish, lacquer, enamel or metallic salts or oxides	28%
2	Insulated with other materials	28%
85.24	Carbon brushes, arc-lamp carbons, battery carbons, carbon electrodes and other carbon articles of a kind used for electrical purposes	32%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
85.25	Insulators of any material:	
A	Of glass	24%
B	Of ceramic materials, including steatite:	
ex 2	With metal fittings: - porcelain high-tension insulators	36%
ex 86.09	Parts of railway and tramway locomotives and rolling stock:  Steering gear; load-braking mechanisms for brakes	20%
87.01	Tractors (other than those falling with heading No.87.07), whether or not fitted with power take-offs, winches or pulleys:	
A	Wheeled tractors, with a cylinder capacity of: 1 4,000 cc. or less 2 More than 4,000 cc.	35% 30%
B	Track-laying tractors, with a cylinder capacity of: 1 6,000 cc. or less 2 More than 6,000 cc.	28% 24%
87.02	Motor vehicles for the transport of persons, goods or materials (including sports motor vehicles, other than those of heading Nos.87.09):	
A	For the transport of persons or persons and goods (dual-purpose): 1 With not more than nine seats, including the driver's seat 2 Other	68% 64%
B	For the transport of goods or materials, including chassis fitted with a driver's cab: 1 Specially designed for the transport of highly radio-active materials 3 Other, weighing: a Less than 2,000 kgs. b 2,000 kgs. or more	64% 68% 64%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
87.04	Chassis fitted with engines, for the motor vehicles falling within heading Nos.87.01, 87.02 or 87.03:	
A	For the motor vehicles falling within sub-headings 87.02 A 1 and 87.02 B 3 a	68%
B	Other	64%
87.06	Parts and accessories of the motor vehicles falling within heading Nos.87.01, 87.02 or 87.03	40%
87.14	Other vehicles (including trailers), not mechanically propelled, and parts thereof:	
B	Other:	
2	Trailers and semi-trailers	20%
C	Parts	20%
90.14	Surveying (including photogrammetrical surveying), hydrographic, navigational, meteorological, hydrological and geophysical instruments; compasses; range-finders:	
B	Navigational instruments:	
ex 2	Other navigational instruments: - ships' logs	16%
90.16	Drawing, marking-out and mathematical calculating instruments, drafting machines, pantographs, slide rules, disc calculators and the like; measuring or checking instruments, appliances and machines, not falling within any other heading of this Chapter (for example, micro-meters, callipers, guages, measuring rods, balancing machines); profile projectors:	
A	Drawing, marking-out and mathematical calculating instruments:	
ex 3	Other: - surface plates	24%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
90.16 (cont'd)		
B	Measuring and checking instruments, appliances or machines, other than optical:	
3	Micrometers and gauges therefor the duty in pesetas not to be less than, each 200 the duty in pesetas not to be more than, each 3,000	25%
4	Sets of graduated guages and the like (Johanson type)	1%
5	Automatic machines for checking the air-tightness of containers	24%
6	Dynamometers weighing more than 15,000 kgs. each	24%
7	Other	24%
C	Measuring and checking instruments, appliances or machines, optical:	
ex 2	Other: - dial-type comparators	5%
D	Parts:	
1	Parts of drawing and marking-out machines, instruments and appliances the duty in pesetas not to be less than, kg. 400	16%
2	Other	16%
90.17	Medical, dental, surgical and veterinary instruments and appliances (including electro-medical apparatus and ophthalmic instruments):	
ex A	Electro-medical apparatus: Electro-cardiographs	25%
B	Other:	
2	Other	18%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
90.18	Mechano-therapy appliances: massage apparatus; psychological aptitude-testing apparatus; artificial respiration, ozone therapy, oxygen therapy, aerosol therapy or similar apparatus: breathing appliances (including gas masks and similar respirators): D      Aerosol therapy apparatus and other breathing appliances: ex 2      Other: - artificial respiration apparatus	24%
90.20	Apparatus based on the use of X-rays or of the radiations from radio-active substances (including radiography and radiotherapy apparatus); X-ray generators; X-ray tubes; X-ray screens; X-ray high tension generators; X-ray control panels and desks; X-ray examination or treatment tables, chairs and the like: A      Apparatus and equipment based on the use of X-rays, including X-ray radiographic apparatus, complete, including accessories therefor (control panels and desks, tables, etc.), other than X-ray tubes and screens imported separately C      X-ray tubes	25% 36%
ex 90.21	Instruments, apparatus or models, designed solely for demonstrational purposes (for example, in education or exhibition), unsuitable for other uses: Artificial respiration apparatus for demonstrational purposes	20%
90.22	Machines and appliances, for testing mechanically the hardness, strength, compressibility, elasticity and the like properties of industrial materials (for example, metals, wood, textiles, paper or plastics): ex A      Machines and appliances for testing metals, concrete and other hard materials: Hardness-testers incorporating microscopes	32%

SCHEDULE XLV - SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
90.24	Instruments and apparatus for measuring, checking or automatically controlling the flow, depth, pressure or other variables of liquids or gases, or for automatically controlling temperature (for example, pressure gauges, thermostats, level gauges, flow meters, heat meters, automatic oven-draught regulators), not being articles falling within heading No.90.14	32%
90.28	Electrical measuring, checking, analyzing or automatically controlling instruments and apparatus:	
C	Other:	
3	Echo and supersonic sounders	32%
90.29	Parts or accessories suitable for use solely or principally with one or more of the articles falling within heading Nos.90.23, 90.24, 90.26, 90.27 or 90.28:	
ex B	Other:	
	- parts for echo-sounders	32%
94.02	Medical, dental, surgical or veterinary furniture (for example, operating tables, hospital beds with mechanical fittings); dentists' and similar chairs with mechanical elevating, rotating or reclining movements; parts of the foregoing articles:	
A	Operating tables and medical chairs with elevating, rotating or reclining movements	32%
ex C	Parts:	
	Operating-table accessories	32%
97.07	Fish-hooks, line fishing rods and tackle; fish landing nets and butterfly nets; decoy "birds"; lark mirrors and similar hunting or shooting requisites:	
A	Fish-hooks	32%
1.	Operative as from 8 June in each of the years mentioned	
2.	Operative as from 8 July in each of the years mentioned.	
3.	Operative as from 1 January of said year.	

SCHEDULE XLV - SPAIN

PART II

Preferential Tariff

N 1 1

ANNEX EDECLARATION ON PROVISIONAL  
ACCESSION OF SWITZERLAND

SCHEDULES ANNEXED TO THE DECLARATION ON THE PROVISIONAL  
ACCESSION OF THE SWISS CONFEDERATION TO THE GENERAL  
AGREEMENT ON TARIFFS AND TRADE OF 22 NOVEMBER 1958

SCHEDULE OF SPAIN

This schedule is authentic only in the French language

PART IMost-Favoured-Nation Tariff

Tariff Item Number	Description of products	Rate of duty
04.04	Cheese and curd:	
ex A	Processed cheese: - Processed Emmenthaler and Gruyère cheese and other hard or soft cheese, whether or not containing other milk products or other ingredients than milk, such as spices, ham, etc., for inasmuch as none of the milk-product ingredients is replaced by those other ingredients, provided that the customs value is at least 5,500 pesetas per 100 kg. net	30%
ex B	Hard and blue-veined cheese: - Hard cheese of the Emmenthaler or Gruyère type, in loaves or in packed portions, containing not less than 45 per cent by weight of fats, calculated on the dry product, provided that the customs value is at least 5,500 pesetas per 100 kg. net	30%

Additional notes to heading No. 04.04, ex B

(a) Cheese in loaves: the consolidated duty rates do not apply to cheese listed in Appendix B to the International Agreement on the use of original designations and designations of cheese, of 1 June and 18 July 1951, and consequently do not apply in respect of Emmenthaler and Gruyère, unless the origin, the method of preparation and the designation, etc. thereof conform to the characteristic descriptions given in the Agreement in respect of such cheese.

SCHEDULE OF SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
	(b) Cheese in portions: the consolidated duty rates do not apply to cheese in portions unless the conditions stipulated at (a) above in respect of cheese in loaves are fulfilled and, further, unless each packet bears printed indications as to the contractual designation, the origin, the dry-weight fat-content and the name of the packer.	
29.04	Acylic alcohols and their halogenated, sulphonated, nitrated or nitrosated derivatives:	
A ex 5	Monohydric alcohols: Other monohydric alcohols, and their halogenated, sulphonated, nitrated or nitrosated derivatives, and mixtures of such alcohols:  Geraniol, citronellol, linalol, nerol, rhodinol and vetiverol	20%
29.08	Ethers, ether-alcohols, ether-phenols, ether-alcoholphenols, alcohol peroxides and ether peroxides, and their halogenated, sulphonated, nitrated or nitrosated derivatives:	
ex F	Other: - Musk ambrette, anethole, eugenol, iso-eugenol and its derivatives, anisyl alcohol	20%
29.16	Alcohol-acids, aldehyde-acids, ketone-acids, phenol-acids and other single or complex oxygen-function acids, and their anhydrides, acid halides, acid peroxides and peracids, and their halogenated, sulphonated, nitrated or nitrosated derivatives:	
A 6	Alcohol-acids: Gluconic acid, its salts and esters	35%

SCHEDULE OF SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
29.22	/amine-function compounds:	
C	Aromatic polyamines; their halogenated, sulphonated, nitrated or nitrosated derivatives and their salts:	
1	Benzidine, toluidines, phenylenediamine, tolylenediamines and diaminostilbene; their halogenated, sulphonated, nitrated or nitrosated derivatives, and their salts	30%
29.23	Single or complex oxygen-function amino-compounds:	
B	Amino-phenols and amino-naphthols, their halogenated, sulphonated, nitrated or nitrosated derivatives, and their salts and esters:	
1	H-acid, gamma acid and isogamma acid (J-acid)	30%
D	Amino-acids, their halogenated, sulphonated, nitrated or nitrosated derivatives, and their salts and esters:	
ex 3	paraAminosalicylic acid, its salts and esters:	
	paraAminosalicylic calcium salt	24%
4	Other	20%
29.35	Heterocyclic compounds including nucleic acids:	
G	Other	10%
29.36	Sulphonamides:	
ex A	Sulphonchloramides (chloramines) and their salts; para-aminobenzenesulphonamide and its salts; para-aminobenzenesulphoguanidine; para-aminobenzenesulphonamidothiazole and its derivatives (phthalyl, succinyl and formyl); - paraAminobenzenesulphonamide and its salts	36%

SCHEDULE OF SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
cx C	Other: - paraaminobenzene sulphonamide and its derivatives	20%
29.38	Provitamins and vitamins, natural or reproduced by synthesis, including concentrates and intermixtures, whether or not in any solvent:	
cx A	Provitamins and vitamins A, D2, PP and B12 (including concentrates thereof), mixed together or not, whether or not in solutions of any kind, and mixtures of such vitamins with those falling within sub-heading B: - Reproduced by synthesis	20%
29.42	Vegetable alkaloids, natural or reproduced by synthesis, and their salts, ethers, esters and other derivatives:	
G	Other	5%
30.03	Medicaments (including veterinary medicaments):	
A	Put up for retail sale:	
2	Other	25%
B	In bulk form or otherwise put up:	
2	Other	25%
32.05	Synthetic organic dyestuffs (including pigment dyestuffs); synthetic organic products of a kind used as luminophores; products of the kind known as optical bleaching agents, substantive to the fibre; natural indigo:	
A	Synthetic organic dyestuffs (including pigment dyestuffs) and synthetic organic products of a kind used as luminophores	kg. 100 P.
B	Optical bleaching agents, substantive to the fibre	kg. 100 P.

SCHEDULE OF SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
34.02	Organic surface-active agents; surface-active preparations and washing preparations, whether or not containing soap:	
A	Organic surface-active agents:	
3	Non-ionic	40%
39.01	Condensation, polycondensation and polyaddition products, whether or not modified or polymerized, and whether or not linear (for example, phenoplasts, aminoplasts, alkyds, polyallyl esters and other unsaturated polyesters, silicones):	
B	Aminoplasts (1)	<u>36%</u> 1963 <u>33%</u> 1964
39.02	Polymerization and copolymerization products (for example, polyethylene, polytetrahydroethylene, polyisobutylene, polystyrene, polyvinyl chloride, polyvinyl acetate, polyvinyl chloroacetate and other polyvinyl derivatives, polyacrylic and polymethacrylic derivatives, coumarone-indene resins):	
ex G	Vinyl copolymers, including acrylic copolymers: - Aqueous dispersions used as auxiliary products in the textile, paper, leather and similar industries (1)	<u>46%</u> 1963 <u>43%</u> 1964
ex 1	Polyacrylates, polymethacrylates, and their derivatives: Aqueous dispersions used as auxiliary products in the textile and leather industries (1)	<u>56%</u> 1963 <u>53%</u> 1964
46.01	Plaits and similar products of plaiting materials, for all uses, whether or not assembled into strips:	
B	Other	25%

SCHEDULE OF SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
50.09	Woven fabrics of silk or of waste silk other than noil:	
B	Bleached or dyed	30%
C	Printed, goffered or having been processed subsequent to dyeing	32%
51.02	Monofil, strip (artificial straw and the like), and imitation catgut, of man-made fibre materials:	
ex B	Of viscose rayon and of cuprammonium rayon (cupra): - of viscose rayon	20%
55.09	Other woven fabrics of cotton:	
A	Plain or twilled:	
1	Unbleached, bleached or dyed in the piece, weighing per square metre: (c) Not more than 80 grams	36%
58.10	Embroidery, in the piece, in strips or in motifs:	
A	With a visible ground	32%
B	Other	32%
59.17	Textile fabrics and textile articles, of a kind commonly used in machinery or plant:	
B	Bolting cloth:	
1	Of silk	19%
2	Of other textile materials	27%
84.05	Steam and other vapour power units, not incorporating boilers:	
B	Steam turbines	24%

SCHEDULE OF SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.07	Water wheels, water turbines and other water engines, including regulators therefor:	
B	Parts:	
1	Rotors, weighing each:	
	(a) 2,500 kg. or less	24%
	(b) More than 2,500 kg.	24%
84.11	Air pumps, vacuum pumps and air or gas compressors (including motor and turbo pumps and compressors, and free-piston generators for gas turbines); fans, blowers and the like:	
D	Motor pumps and compressors:	
1	Turbo-pumps and turbo-compressors	24%
84.36	Machines for extruding man-made textiles; machines of a kind used for processing natural or man-made textile fibres; textile spinning and twisting machines; textile doubling, throwing and reeling (including weft-winding) machines:	
D	Textile doubling, throwing and reeling (including weft-winding) machines	24%
84.37	Weaving machines, knitting machines and machines for making gimped yarn, tulle, lace, embroidery, trimmings, braid or net; machines for preparing yarns for use on such machines, including warping and warp sizing machines:	
A	Weaving machines of all kinds, including those for weaving narrow fabrics	28%
E	Machines for preparing yarns for weaving, knitting, etc.:	
1	Warpers	24%
2	Warp sizing machines	28%

SCHEDULE OF SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
84.38	Auxiliary machinery for use with machinees of heading No.84.37 (for example, dobbies, Jacquards, automatic stop motions and shuttle changing mechanims); parts and accessories suitable for use esecly or principally with the machinees of the present heading or with machines falling within heading No.84.36 or 84.37 (for example, spindles and spindle flyres, card clothing, combs, extruding nipples, shuttles, healde and heald-lifters and hosiery needles):	
A	Auxiliary machinery for use with machines of heading No.84.37:	
1	Jacquards; dobbies and other weave-producing appliances, and apparatus used in substitution therefor; card punching, re-punching and lacing machines:	
	Jacquards and dobbies	28%
85.01	Electrical goods of the following descriptions; generators, motors, converters (rotary or static), tranformers, rectifiers and rectifying apparatus, inductors:	
A	Electric motors, synchronous rectifiers, generators and rotary converters, weighing each:	
ex 2	More than 500 but not more than 10,000 kg.:	
	Generators weighing each from 5,000 to 10,000 kg.	36%
ex 3	More than 10,000 but not more than 75,000 kg.:	
	Generators weighing each from 10,000 to 75,000 kg.	28%

SCHEDULE OF SPAINPART I - (continued)

Tariff Item Number	Description of products	Rate of duty
B	Transformers and inductors (e.g. reactors and chokes):	
ex 1	Instrument transformers:	
	Current transformers	32%
2	Other, weighing each:	
ex (b)	More than 500 but not more than 5,000 kg.:	
	Transformers weighing each from 2,000 to 5,000 kg.	32%
ex (c)	More than 5,000 but not more than 25,000 kg.:	
	Transformers weighing each from 5,000 to 20,000 kg.	28%
ex D	Parts:	
	- Generator and transformer parts	28%
ex 87.06	Parts and accessories of the motor vehicles falling within heading No. 87.01, 87.02 or 87.03:	
	- Piston rings	45%
91.01	Pocket-watches, wrist-watches and other watches, including stop-watches:	
A	With cases of gold or platinum, whether or not incorporating precious or semi-precious stones	12%
B	Other, including those with cases of silver or rolled precious metals	9%
91.11	Other clock and watch parts:	
ex B	Other:	
	- For use in repairs	36%
(1) Operative as from 8 June in each of the years mentioned.		

SCHEDULE OF SPAINPART IIPreferential Tariff

N 1 1

SCHEDULE OF THE SWISS CONFEDERATION

This Schedule is authentic only in the French language

PART IMost-Favoured-Nation Tariff

Tariff Item Number	Description of Products	Rate of Duty
ex 2205.40/50	<p>The wine specialities and sweet wines Malaga, Sherry, Panadés Malvasia, Panadés Muscat, Valencia Malvasia and Valencia Muscat, of which the alcoholic strength tests less than 20 degrees-volume, are admitted on the same conditions as the wine specialities and sweet wines of any other country.</p> <p>The admission of these wines under most-favoured-nation treatment is subject to conditions to be fixed by the competent authorities.</p>	

PART IIPreferential Tariff

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